COLLECTIVE BARGAINING AGREEMENT
between
THE CHICAGO HIGH SCHOOL FOR THE ARTS
and
CHICAGO TEACHERS UNION,
LOCAL 1, IFT-AFT, AFL-CIO

2022-2026
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Section 1 General Provisions

ARTICLE 1: PARTIES

**Parties:** This Agreement is made and entered into by and between the Employer and Union. The “Employer” shall be understood to be The Chicago High School for the Arts, 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, AFT-IFT/ AFL-CIO, the exclusive representative, which together with its officers and representatives shall be referred to in this Agreement as “the Union”.

**Voluntary Recognition:** In the event there are newly-hired or unrepresented employees occupying a new job classification or current job title that the Union believes share a community of interest with employees in the existing bargaining unit, the Union may notify the Employer and the Employer and Union will discuss whether it is appropriate to add the unrepresented employees to the existing bargaining unit and if added, the parties will negotiate the relevant terms and conditions of employment for the newly represented employees. In the event the Employer and Union agree that the employees should be added to the bargaining unit, the parties will utilize a verified card check to confirm majority status. Nothing in this paragraph prohibits the Union from seeking clarification of the unit in an appropriate forum.

**Neutrality:** It is the policy of the Employer to acknowledge its employees’ legal right to freely choose to be represented by a union. The Employer is committed to maintaining good relations with its employees and their chosen collective bargaining representatives and, if its employees choose to be represented, the Employer will bargain in good faith with their chosen representative. The Employer will be neutral regarding the unionization of any of its employees, such that the Employer will not at any time express a position on the matter of whether its non-supervisory, non-managerial, and non-confidential employees will be unionized and such that the Employer will not threaten, intimidate, discriminate against, retaliate against, or take any adverse action against employees based on their decision to support or oppose union representation.

**Reclassifications of Positions:** If the Employer reclassifies job titles, upon request, the parties shall meet to discuss whether the positions should be included in the existing bargaining unit. Nothing contained in this subsection shall be construed to require renegotiation of terms and conditions of employment applicable to employees in an existing bargaining unit as a result of the Employer’s reclassification of the title or category of employees in the unit where the employees perform the same essential job duties under the prior title or position.
ARTICLE 2: RECOGNITION

Arts Recognition: The Employer recognizes the Union as the exclusive collective bargaining representative of all bargaining unit positions including all full-time and regular part-time Art Department staff (including Teaching Artists/Arts Teachers, Accompanists and Department Assistants, excluding the Administrative Assistant to the Artistic Director) employed by ChiArts at its facility currently located at 2714 W. Augusta, Chicago, Illinois, and excluding confidential employees, managerial employees, guards and supervisors as defined by the National Labor Relations Act, (“bargaining unit”). 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.

Academic Recognition: The Employer recognizes the Union (“Union”) as the exclusive collective bargaining representative of the following. All full-time and regular part-time Counselors; all full-time academic staff, including teachers and paraprofessionals, and all full-time and regular part-time main office staff, including Office Coordinator, Attendance Clerk, and Outreach and Culture Coordinator employed by the Employer, and excluding all other employees, confidential employees, managerial employees, guards and supervisors as defined by the National Labor Relations Act, (“bargaining unit”). 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 3: DURATION AND EFFECTIVE DATE

**Term:** The term of this Agreement shall expire on August 1, 2026.

**Effective Date:** The Agreement shall be effective upon ratification by both parties, and retroactive to the beginning of the 2022-2023 school year for the purposes of salaries and retirement contributions, and where otherwise indicated herein.
ARTICLE 4: DEFINITION AND EMPLOYEE CATEGORIES

The following definitions shall apply in this Agreement and its Appendices:

1. “Agreement” means this collective bargaining agreement.

2. “Bargaining Unit Member” means any employee who is included in any Bargaining Unit(s) certified by any labor board, or by voluntary recognition of the Employer.

3. “Conservatory bargaining unit member” or “Arts bargaining unit member” means any employee who is included in the Arts Bargaining Unit(s) certified by any labor board, or by voluntary recognition of the Employer.

4. “Academic bargaining unit member” means any employee who is included in the Academic Bargaining Unit(s) certified by any labor board, or by voluntary recognition of the Employer.

5. “School” means the building where Bargaining Unit Members work. Such campus will not lose recognition in the event they are relocated or undergo a name change.

6. “Instructional Day(s)” means any day(s) students are present for instruction.

7. “Academic instructional day” means the time period in which students are generally under the supervision of academic instructional staff.

8. “Conservatory instructional day” or “arts instructional day” means the time period in which students are generally under the supervision of conservatory instructional staff, from 2:00pm to 5:00pm.

9. “Student Lunch” means the time period in which students eat lunch.

10. “Arts break” means the time period in which students transition to the conservatory instructional day, from 1:45pm to 2:00pm.

11. “Conservatory” or “arts” refers to the school’s arts programming, which is divided into at least five main Conservatories: creative writing, dance, music, theatre, and visual arts.

12. “Technique classes” or “Ensemble Music Conservatory” means conservatory classes which require a teacher to provide coaching or support on specific artistic skills.

13. “Instrumental Technique Classes” means conservatory classes which require a teacher to provide coaching or support on specific musical instruments.

14. “Content classes” means credit-bearing academic classes which require a teacher to design or modify curriculum and assess student progress through graded assignments. This definition excludes study hall and advisory.

15. "Prep" means the work required to prepare for a class that is unique in content or curriculum. Honors, AP, and Academic classes are considered different “preps.”
15. “Professional Development Day” means any day of service required of Bargaining Unit Members for development, preparation, planning, or other professional activity that is not an Instructional Day, as defined in this Agreement.

16. “Academic Summer School” refers to any credit-bearing academic programming for students enrolled in the school that occurs during summer months, outside of the work year requirements for the school year.

17. “Summer Camp” refers to ChiArts summer camp, extracurricular conservatory programming, offered to students in grades 6-8 (Instrumental music students may be in grades 4-8) in other schools, which may be taught by conservatory instructional staff.

18. “Freshman Orientation” refers to orientation programming offered to incoming freshmen prior to the start of the academic instructional year.

19. “Parties” means the Union, the Chicago Teachers Union, and the Employer.

20. “Union” means the Chicago Teachers Union, Local 1, IFT-AFT/AFL-CIO.

21. “Post-secondary” means education beyond high school, such as college, university, trade school, certifications from an accredited program and the Quest Center.

22. “Academic Instructional staff” are composed of three categories of bargaining unit members: “Academic Teaching Staff,” “Student Services Staff,” and “Support Staff/PSRP.”

Academic Teaching Staff

1. “Academic Teachers” include any full or part-time teacher, academic interventionist, or long-term substitute employed in an instructional classification at a campus operated by the Employer serving students enrolled in Ninth through Twelfth Grade during the academic day.

2. “Cadre” or “Cadre substitute” means a certified substitute teacher who is employed on a school-year basis and who is assigned to work only on student attendance days. Cadre substitutes shall be assigned to work for either the academic day or the conservatory day.

Student Services Staff

1. “Counselor” means an individual who meets the minimum qualifications for “counselor” and whose primary duties and responsibilities are to help students develop social skills and succeed in school as well as assist in the process of making career and educational decisions.

2. “Social worker” means an individual who meets the minimum qualifications for “social worker” and whose primary duties are to advocate for students and collaborate with other student support staff and teachers to serve student needs as indicated by IEPs, 504 plans and referrals. Social workers may provide one-on-one or group interventions as needed or indicated by an IEP, 504 plan, or referral as well as research and refer students to community resources.
3. “Nurse” means an individual who meets the minimum qualifications for “nurse” who provides health services to students when they are at school, including but not limited to creating care plans, administering medication, and treating acute injuries or illnesses.

Support Staff/PSRP

1. “Special Education Paraprofessional” includes any full-time or part-time paraprofessional who works with students who have Individualized Education Programs (“IEP’s”), 504 Plans, or are otherwise provided or required to have paraprofessional support.

2. “ELL Paraprofessional” means any full-time or part-time paraprofessional whose primary responsibility is providing supplemental instruction for identified EL students under the direction of the EL and classroom teachers in the areas of speaking, listening, reading, and writing. The instruction is focused on improving the English language acquisition abilities of students whose primary home language is not English.

3. “Paraprofessional” means and includes special education paraprofessionals, ELL paraprofessionals, and teacher assistants.

4. “Testing Assistant” means an individual available to implement separate and small group testing requirements for students with IEPS or 504s.

5. “Lunch Monitors” include any full-time or part-time employee whose role is to facilitate the safe and efficient operations of student lunch procedures. Lunch Monitors ensure that all students follow established lunchtime procedures.

6. “PSRP” means Paraprofessional and School Related Personnel and includes all of the positions listed in “Support Staff” and “Non-Instructional Staff”.

7. “Healthcare Assistant” means an individual who provides health services to students when they are at school, including but not limited to creating care plans, administering medication, and treating acute injuries or illnesses.

“Non-Instructional Staff” includes all other bargaining unit members, as follows:

1. “Office staff” means all office managers, office coordinators, assistant office managers, attendance clerks, and receptionists, or those sharing similar nonsupervisory job responsibilities.

“Conservatory Instructional Staff” include any full or part-time teacher or long-term substitute employed in an instructional classification.

“Conservatory Support Staff” or “Arts Assistants” means the administrative support staff hired to support each conservatory department head. Arts assistants teach conservatory classes and maintain all rights and privileges of general conservatory instructional staff, except as explicitly agreed to in writing by the parties.
ARTICLE 5: GRIEVANCE PROCEDURE

Introduction. The Parties are committed to ensuring that any conflicts result in productive outcomes that benefit students, employees, the school, and the communities it serves. As such, the Parties will use the following procedure to resolve grievances.

Definition of a Grievance. A grievance is a complaint involving a work situation; a complaint that there has been a deviation from, that there has been a violation, misinterpretation, or misapplication of a past practice or a written policy; or complaint that there has been a violation, misinterpretation, or misapplication of any provisions of this Agreement.

Representation. Bargaining unit members shall have the right to have Union representation at all stages of the grievance procedure described below. Bargaining unit members shall also have the right to file their own grievances, provided (a) the resolution shall not be inconsistent with the labor contract or any other collective bargaining agreement between the Union and the Employer then in effect; (b) the Union is afforded the opportunity to represent the employees and shall receive copies of all documents exchanged during processing of the grievance with confidential information redacted as legally required; and (c) the Union has had the opportunity to be present at any meeting where a resolution to the grievance is discussed with a bargaining unit member. Further, only the Union may appeal a grievance to arbitration at Step 3.

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 an administrator with decision making power. Attempts to informally resolve a grievance shall not toll the limits set forth in the Steps below, unless the parties mutually agree to extend the time limits in writing.

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

Step 2. If the grievance is not resolved, the Union or employee may appeal in writing to the Executive Director, or their designee, within twenty-one (21) calendar days after receipt of the Principal’s or Artistic Director’s or designees’ written response at Step 1. A concise, written summary of the grievance appeal shall be submitted, detailing the complaint, along with any supporting documents or materials. A conference with the Executive Director, or their designee, shall take place within seven (7) calendar days of the filing of the written grievance appeal at Step 2. The written response of the Executive Director, or their designee, to the grievance shall be provided to the employee within seven (7) calendar days of the Step 2 conference. Grievances concerning discharge shall be initiated at Step 2 unless otherwise agreed by the parties.

Step 3. If the grievance is not resolved, the Union shall notify the Employer in writing of its demand for arbitration within twenty-one (21) calendar days after receipt of the Executive Director’s or their designee’s written response at Step 2. The Parties shall mutually select an arbitrator within seven (7) calendar days after receipt of the demand for arbitration. If the Parties fail to agree on the selection of an arbitrator within seven (7) calendar days, the Union may request a panel of arbitrators from the Federal Mediation and Conciliation Service, who are admitted to the National Academy of Arbitrators and are within the Chicago region. The order of striking arbitrators shall be determined by lot. The arbitrator’s decision shall be final and binding upon the Parties. The cost of the arbitrator’s services and the FMCS’s services, and any other costs, excluding attorneys’ fees, shall be borne equally by the Parties. If the parties mutually request a hearing transcript, they shall equally share the cost of preparing the transcript. Otherwise, the party ordering the transcript shall pay the entire cost. The parties shall equally share the costs of the transcript for the arbitrator if one is requested. The arbitrator shall be specifically limited to determining issues involving the interpretation or application of the terms of this Agreement. The arbitrator shall not have authority to add to, detract from, amend, modify or in any way alter the provision of this Agreement or make a new Agreement.

Investigation of Grievances. The Employer shall allow the Union delegate or their designee a reasonable period of time during non-instructional time to investigate grievances. Prior to the initial conference and upon the request of the Union delegate or their designee, the Employer shall provide the Union with access to and copies of, to the extent possible, all existing and available documents that are relevant to the allegations in the grievance, including all documents supporting the Employer’s actions, and shall supplement this production in a timely fashion if additional documents become available. The Council Chair or their designee shall be accorded all the rights of the Union delegate in any school or unit. Time allowed shall be confined to investigating grievances that have been brought to the Employer’s attention.

Failure to Respond. Failure on the part of the Employer at any step of this procedure to
communicate a decision concerning a grievance within the specified time shall permit the Union to advance the grievance to the next higher step. Additional time at a specified step of this procedure may be granted by mutual written agreement between the parties.
ARTICLE 6: EMPLOYEE DISCIPLINE

Just Cause. Non-Provisional Bargaining unit members may only be disciplined for just cause.

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.

Disciplinary Steps. Except for cases of serious misconduct, discipline shall be progressive in nature, shall apply to same or similar acts of misconduct, and shall according to the following these progressive steps:

Step 1: First Written Warning
Step 2: Second Written Warning
Step 3: Final Written Warning
Step 4: Dismissal. The Employer may place an employee on paid administrative leave pending investigation of alleged serious misconduct that, if proven, would be cause for dismissal.

Discipline shall generally advance from one step to the next of progressive discipline if the bargaining unit member engages in the same or similar unwanted behavior within twelve (12) months of the previous disciplinary action. The above listed progressive steps may be bypassed as appropriate based on the seriousness of the alleged misconduct.

Disciplinary Warnings more than twelve (12) months old may not be used for disciplinary purposes unless an employee has advanced to a subsequent disciplinary step during that period of time.

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 placed on paid administrative leave or reassigned refuses or fails 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.
Any warning or other disciplinary action taken under this Section must be in writing and include:

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

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

Discipline shall advance from one step to the next if the employee engages in the same or similar unwanted behavior within twelve (12) months of the previous disciplinary warning. Disciplinary Warnings more than twelve (12) months old may not be used for disciplinary purposes unless an employee has advanced to a subsequent disciplinary step during that period of time.

**Administration of Discipline:** A bargaining unit member shall be provided detailed pre-disciplinary notice of the allegations raised and an opportunity to respond before a final determination regarding discipline is made. The pre-disciplinary notice shall be provided in writing, copying the Union; and the opportunity to respond shall take place at a pre-discipline meeting scheduled with at least three (3) workdays’ prior notice. A pre-discipline meeting will not necessarily result in discipline. The pre-discipline meeting notice will include a detailed 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 related to the basis for discipline, prior to the pre-discipline meeting, exclusive of evidence prohibited from disclosure by law or regulation. The pre-discipline meeting can be rescheduled once at the request of either Party. Within fourteen (14) calendar 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.

**Investigatory Interviews That May Lead to Discipline:** 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 and the meeting may lead to discipline, this interview requires twenty-four (24) hours’ notice and the Union must be copied on the notice. If necessary, 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. The employee may be placed on administrative leave with pay as needed during the delay. 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-discipline meeting.
Union Representation and Notices to Employee and Union: Bargaining unit members shall have the right to Union representation during any investigatory, pre-disciplinary, or disciplinary meeting. The Employer shall copy the Union on all meeting notices, warnings, and other documents required by this Article.

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

Anonymous Complaints: The Employer shall not issue discipline to any bargaining unit members based solely on an anonymous complaint.

Stale Discipline: Notwithstanding the provisions herein, the Employer shall not rely on active employees’ records of disciplinary action for any labor relations purposes, fifteen (15) months after the issuance of the disciplinary action, provided that nothing in this Section shall be construed to prevent or limit the Employer from relying on or viewing any disciplinary records of former employees seeking to be rehired by the Employer.
ARTICLE 7: UNION RIGHTS

Union Communication (Bulletin Boards, Email Accounts and Mailboxes): Authorized agents of the Union can provide official Union notices and information to bargaining unit employees via their employee email and mailboxes. Any use of employee emails must comport with ChiArts email appropriate use policy and not use all staff or group email service lists. The Employer agrees to designate a bulletin board in the employee lounge for Union communications provided that any material posted shall be subject to the Employer’s general policies including, but not limited to those related to non-discrimination, non-harassment, non-disparagement, and decorum use. The authorized agents of the Union shall also provide a copy of all official Union notices and information that are distributed in employee mailboxes and the designated bulletin board simultaneously to the Administration as they are distributed to the employees.

Access:
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, with no disruption to student learning. Consistent with these principles, the Employer agrees to grant Union representatives access to its workplace and facilities and the Union agrees to follow the Employer’s visitor procedures. Authorized agents of the Union shall not be denied access to any School when a bargaining unit member has a right to Weingarten representation.

Authorized agents of the Union shall be permitted access to the school outside of the regular student day, as long as it is within the hours that the School building is open to staff and is not disruptive to students. The Union shall follow the Employer’s visitor procedures.

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

New Employee Union Orientation: The Union shall be allowed 60 minutes to meet with new employees once per quarter, and initially within two weeks of date of hire for the purpose of presenting information about the Union at a mutually agreeable time outside of the instructional time. This meeting should not disrupt the learning environment. Meeting time under this section will not count towards reserved meeting time under the “Reserved Union Meeting Time section” below. New employee union orientation for Arts shall take place during the three days of new staff professional development. Employees shall not have any paid time docked during these meetings.

Reserved Union Meeting Time:
School Meetings: The Union shall be allowed to meet for a total of 60 minutes each calendar month outside academic teaching hours. This meeting may take place during professional development days or at times otherwise used for self-directed prep/academic professional development. The Union shall inform the Principal/Artistic Director of the date and time of such meetings at least 48 hours in advance and obtain permission to use space in the school building should the Union wish to meet with bargaining unit members on the Employer’s property.
Union Release Time:

Long-Term Union Release: The Union may designate one (1) bargaining unit employee for full-time Union release time during a school year. Such designations shall be made no later than June 1 each year, or no later than thirty (30) days after ratification of this Agreement.

a. Full Time Release: An employee on full-time Union release shall remain an employee of the Employer and accrue full benefits and seniority as so entitled but shall be placed on a leave of absence without pay. Bargaining unit employees who are on full-time leave for Union business may continue their benefit coverage, provided they pay the full employee cost of the coverage and provided the Union pays the employer cost of benefits. Upon the completion of full-time Union release time, the employee shall return to an equivalent position they are qualified to fill, based on seniority, in the area of their certification or the type of work they were engaged in before taking Union release.

Short Term Union Release: Annually, a total of ten (10) days shall be available to be divided amongst bargaining unit members at the Union’s discretion to perform Union business. The Union shall endeavor to provide the Employer with forty-eight (48) business hours’ advance notice when using Union release time under this Article. These days shall not be carried over to subsequent school years. The employer has the right to reject or modify the requested release time or number of unit members released on the same day if it is found to be an operational hardship to the school and/or conflicts with student testing dates. The Union may purchase from the Employer a number of Union release days not to exceed fifteen (15). 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 employees who are released in this manner.

Union officials, as identified by the Union, will have the right to utilize all or part of their self-directed class planning period to conduct official Union business without loss of pay.

Information Sharing.

Administration of the Agreement: 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 a reasonable period of time (not to exceed 10 days, unless request is expansive and an extension of said period is requested and mutually agreed to).

Board meetings: ChiArts will notify the Union when posted on-line to the Union President or designee the following informational items: (a) a schedule of meetings of ChiArts’ Board of Directors and the approved minutes for that meeting.

Budgets and Financial Statements: The Employer shall share electronically the Employer’s annual budget and year-end financial statements as soon as such documents are finalized and made public. Such notification shall not be necessary when the regular and announced schedule is posted.

Bargaining Unit Member Records: The Employer shall provide the Union’s Financial Secretary, Union Field Representative, and Council Chair on at least a monthly basis a list, in Microsoft Excel
format using the template provided by the Union, of all current employees in the bargaining unit which shall include each employee’s first name, last name, middle initial, last four digits of their social security number, job title (including position number and job classification, if applicable), Union membership status (member or agency fee payer), campus, amount of Union dues collected, amount of PAC payments collected, and pay date, pay period, and compensation paid.

Notification of New Bargaining Unit Members to Chair: Within one week of a new bargaining unit member being hired, the Employer will email the Union Council Chair and share the following information about the new employee: name, personal email address, phone number, position, date of hire, salary, step and lane, and years of relevant work experience for step placement. Council chairs shall get this information for all bargaining unit members upon request.

Dues and PAC Check-off: Upon receipt of voluntary written authorization from a bargaining unit employee, 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.

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.

Upon receipt of a voluntary written authorization from a bargaining unit employee, the Employer shall deduct from the wages due said bargaining unit employee the monthly sum specified in the authorization and remit to the Chicago Teachers Union Political Action Committee (PAC) before the last day of each month as the bargaining unit employee’s voluntary contribution to said Fund.

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 compliance with the provisions of this Article. In the event of any such claim, no settlement shall be made without the Union’s prior written permission. 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.
ARTICLE 8: HEALTH AND SAFETY

Bargaining unit employees shall work under reasonably safe and healthy working conditions. The Employer will comply with all applicable rules, regulations, and standards. Bargaining unit employees are expected to use good judgment and common sense in matters affecting health and safety, to observe posted safety rules and to comply with all applicable safety regulations.

Reports to Administration: Bargaining unit employees are responsible for promptly reporting to the Employer any allegedly unsafe circumstance, situation, or event, including any injury. There shall be no reprisals for making a good-faith report in accordance with this Article, provided that a bargaining unit employee may be subject to appropriate disciplinary action for creating or causing an unsafe circumstance, situation, or event.

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

Assault or Battery: Bargaining unit employees shall report to the School Administration as soon as reasonably possible any instance of assault or battery suffered in connection with their employment. When an employer is aware of any instance of assault or battery suffered in the connection with a member’s employment, the Employer shall comply with any reasonable request from the bargaining unit employee for information in its possession relating to the incident or persons involved, to the extent possible, and shall act in appropriate ways as a liaison between the bargaining unit employee, local law enforcement, and any court or administrative agency.

Compensation and Medical Benefits: Bargaining unit employees whose absences result from a school-related assault or battery shall be paid full salary for up to five school days not to be deducted from the employee’s sick leave and thereafter will seek workers compensation or short-term disability if additional leave is necessary.

Student Code of Conduct: To ensure the safety of all bargaining unit employees, the Employer shall enforce the CPS Student Code of Conduct, inclusive of Conservatory Arts classes. The Student Code of Conduct shall be published and available on the Employer’s website upon receipt from CPS. Changes to the student code of conduct during the course of the school year will be emailed to bargaining unit members and published to the Employer’s website.

Information: Upon written request from the union, the Employer shall timely provide any information, not privileged from disclosure, requested by the Union pertaining to the health and safety of bargaining unit members.

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

School Visitor Policy: The Employer shall consistently apply a school visitor policy designating
who can access school buildings, at what times, and for what reasons, and the procedures by which visitor access permission may be secured.

**Building Access:** Bargaining unit members shall have access to the school building from at least 6:30 a.m. to 6:30 p.m. on instructional days. The building shall also be accessible to any bargaining unit members who supervise students or activities and/or school events, preceding and following the supervised activity until all students are released if the building is scheduled to be open.

**Emergency Procedures:** The Employer shall develop policies on fire safety, school lockdown, school evacuation, and first aid. Bargaining unit employees shall be trained on fire safety, school lockdown, first aid, and school evacuation policies prior to the first emergency drill and no later than the conclusion of the first quarter each school year. 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.

**Doors and Locks:** The Employer shall request that the Chicago Public Schools ensures that all classroom doors shall be lockable from the inside of the classroom and that all classroom doors with windows be furnished with shades on the interior side of the window. All teachers and other appropriate staff shall be given appropriate keys. The Employer will use its best efforts to ensure all spaces prohibited to student access will be secure.

**Mandated Reporter Training:** The Employer shall disseminate a policy and provide training to newly hired bargaining unit employees concerning their professional and statutory duties as mandated reporters within their first month of employment.

Bargaining Unit employees shall wear their ID at all times while on school property.

**Student Medications:** No legally unauthorized 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, except in cases of emergency. The administration of medication, including the supervision of self-administration, should be referred to the appropriate school personnel (e.g., the school nurse) as identified by the Principal. Bargaining unit members who volunteer to administer medication shall first receive appropriate training. No provision of this paragraph shall be applied in a manner inconsistent with the Illinois Epinephrine Injector Act, 410 ILCS 27, et seq.

**Building Entry Points:** The Employer shall request that Chicago Public Schools ensure that all entry points of the school building are secure. The Employer will request that CPS ensure that at least one entrance be accessible for students and staff using wheelchairs or other mobility aids.

**Hand Sanitizer:** Upon request, bargaining unit employees will be supplied with hand sanitizer sufficient for employees, students and staff to use while in the building.

**Ventilation language:** HEPA Air Purifier: The Employer will request that CPS maintain HEPA Air Purifiers for all offices and classrooms occupied by staff and Students.
**Threat assessment team:** The school will have a standing Threat Assessment Team per Illinois state law (School Safety Drill Act, 105 ILCS 128/1). The Threat Assessment Team will create and post publicly Threat Assessment Protocols, which shall be implemented at the school. If there is a threat, the team will meet, follow the protocol as much as possible, and afterwards, will meet to debrief and make adjustments as necessary.

**Lactation Breaks:** The Employer will work with Bargaining Unit Members to accommodate their need to express breast milk, pursuant to the Nursing Mothers in the Workplace Act, 820 ILCS 260 et seq. Bargaining Unit Member’s break time should, if possible, be taken concurrently with other break periods already provided. The Employer will provide the employee with a clean and private space to express breast milk with access to a designated refrigerator and sink in the building.

**Safety Committees:** Each PSC shall maintain a standing line item on its agenda to address this Article of the CBA.

**Emergencies:** In the event of a public health emergency or governor-declared state of emergency, the employer shall abide by all laws and regulations pertaining to staff and student safety, and shall further bargain with the Union over affected employee working conditions and the impact thereof.
ARTICLE 9: GENERAL WORKING CONDITIONS

Job Descriptions: Bargaining Unit Members shall be provided with a job description upon request, which may be updated from time-to-time as appropriate in the Employer’s discretion as long as it aligns with “Redefinitions of Positions” in Article 17, Layoff and Recall. Updated job descriptions shall be redistributed to affected members upon completion of revisions.

Supplies and Reimbursement:
The Employer shall provide a regular supply to the following basic classroom necessities that shall be replenished upon request. All materials shall be available on a consistent basis for bargaining unit members, and The Employer will use its best efforts to repair or replenish within one week of notice of low supply or broken materials from a bargaining unit member.

(a) Dry erase markers, erasers, and dry erase board cleaning solution
(b) Pencils, pens, and other writing utensils
(c) Tape, paper clips, binder clips, white-out, hand staplers and staples, three-hole punch
(d) Notebook paper, Post-its, and folders
(e) Scantron testing forms and scanner
(f) Butcher block paper
(g) Classroom art supply kits, which include classroom sets of scissors, glue, colored pencils, markers, crayons, and construction paper. Art supply kits can be borrowed and returned as needed. There will be a limited number (at least 1 per academic department) of such kits available.
(h) Disinfecting wipes, paper towels and tissues

Printers and Copiers: All bargaining unit members shall have daily access to printers and copiers that are regularly maintained and supplied. Copier-specific supplies shall be maintained, including but not limited to paper, toner, and staples. The Employer shall give notice to all staff when services are expected to be unavailable due to maintenance.

Each academic department, inclusive of Diverse Learners, shall propose subject-specific supplies budget by April 1 for the subsequent school year. At minimum, each department shall be allocated $100 per teacher, in addition to required textbooks. Department budgets shall be finalized by June 1 for the subsequent school year.

Arts department heads shall survey teaching artists for class-specific supply lists at least four weeks prior to the end of the school year for the subsequent school year. Department heads shall share upon request tentative arts supply budgets at least two weeks prior to the last day of conservatory instruction. Teaching artists may request additional supplies or equipment needed for specific classes following the proposal process established by Arts Leadership and the PSC.

In the event additional supplies or specialized materials are required, a standard pre-approval form which indicates the approval and reimbursement process shall be utilized by all staff. Approved expenses shall be reimbursed according to the Employer expense reimbursement policy, attached as Appendix A. The Employer will notify the PSC prior to making changes in the expense reimbursement policy. Bargaining Unit Members are expected to submit standard pre-approved
expenses within two weeks of the Member making the purchase in order to be timely. Untimely pre-approved expense requests may take longer than two weeks to be reimbursed.

Upon request, bargaining unit members will be provided a digital and/or physical tax exemption form for work specific purchases.

**Mileage Reimbursement:** Bargaining Unit Members required to use their own automobile to travel during the workday or for pre-approved circumstances shall be reimbursed for the expense at the current IRS rate according to the Employer’s mileage reimbursement policy, attached as Appendix B. The Employer will notify the PSC prior to making changes in the expense mileage reimbursement policy.

**Technology:** The Employer shall provide access to necessary technology, software, and relevant training to be utilized by Bargaining Unit Members. All listed technology should be functioning; the Employer will use its best efforts to replace any broken technology within a timely manner once notified by the bargaining unit member. Necessary technology includes, but is not limited to:

1. The Employer will make available 15 chrome books for staff to check-out as needed and available.
2. A computer or chromebook with internet access and necessary software assigned to each classroom.
3. A projector in classrooms used for academic classes.
4. Speakers.
5. Document cameras will be available upon request. The Employer will provide at least two document cameras per Academic Department. When not in use by the assigned department, other departments may use them.
6. A clock assigned to each classroom.
7. Air conditioning for classrooms is available for use if necessary consistent with CPS facilities calendar schedule and guidelines.
8. Necessary extension cords and adaptors to make the above technology usable within the classroom, including at least 1 power strip to charge student Chromebooks per classroom.

The Employer will request that the Technology Coordinator and any third-party vendors schedule required technology maintenance during non-instructional hours, when possible.

**Student Information Sharing:** The Employer and the Union share a goal of keeping all bargaining unit members informed and prepared to collaborate, effectively respond to changing conditions, and advocate for the best interests of all students.

All bargaining unit members will be timely informed of significant events that may impact the safety of the building or students. In cases of emergency, including any lockdown, shelter-in-place, or evacuation, all staff members will be contacted according to the communication procedures developed by Administration. Upon completion of the development of the procedures, the Joint Labor Management Committee may review and provide feedback. Communication procedures shall be drafted for review no later than December 31, 2023.
The Employer will share the details of student safety, behavioral, or academic improvement plans, to the extent authorized by student record privacy mandates, to all bargaining unit members who teach the relevant student or are otherwise required to help enforce or implement the relevant plan.

If a bargaining unit member makes a referral to the main office for behaviors or concerns that may require a safety, behavioral or academic improvement plan, the Administration shall follow up with the referring bargaining unit member within a reasonable time frame.

The Administration shall have procedures for implementation of student safety plans when they are necessary. The procedures shall be shared with the Joint Labor Management Committee for review.

The Employer shall proactively communicate to relevant and appropriate bargaining unit members within 48 hours of any known significant student altercations that may impact the classroom environment to help staff anticipate and prevent potential conflicts.

At least once per semester, the Dean will prepare and present aggregate statistics on student incidents and discipline for discussion.

The Employer shall inform assigned teachers of a student’s suspension in which the student will miss class in order to provide the teacher the opportunity to provide work for the student to complete while on suspension.

The Employer shall follow the CPS Student Code of Conduct when issuing discipline.

Calendar: A master calendar of each instructional day, inclusive of school events and performances, shall be maintained and shared to all bargaining unit members at the beginning of the school year. School events and performances may be added, deleted, or changed throughout the school year.

Master Schedule: The Employer shall maintain and share a master schedule, inclusive of the academic and conservatory instructional days and lunch, to assist in collaboration. This schedule shall contain information on instructors, classroom assignments and contact information.

Personnel Policies and Procedures: The Employer’s Employee Handbook shall continue to apply in full to Bargaining Unit Members. However, to the extent that provisions therein are contrary to or inconsistent with this Agreement, such provisions are superseded by this Agreement. The parties agree that all changes to the handbook will be promptly communicated to Bargaining Unit Members. Annually, the Employer will provide all Bargaining Unit Members access to a copy of the Handbook.

Notice of Resignation or Retirement: All Bargaining Unit Members shall give written notice of intention to resign or retire. Members are encouraged to give as much notice as possible. If an Instructional Bargaining Unit Member resigns or retires, they shall not be denied any pay that was earned, i.e., all payment shall be on a pro rata basis.
Employees who elect to resign may be requested to participate in an exit interview with Human Resources at a time that is mutually agreeable to the departing employee and Human Resources.

Except as otherwise required by law or requested by the member, the Employer agrees that if contacted regarding a former bargaining unit member's employment with the Employer, the only information shared will be Bargaining Unit Member's dates of employment and their last position held.

**Class Roster Feedback:** To the extent feasible, class rosters shall be shared with all Bargaining Unit Members during the PD days at the start of the school year and a designated window will be made available for all bargaining unit members to bring scheduling concerns and/or issues to the Principal or designee for potential resolution prior to the first day of classes.

**Translation Services:** The Employer will explore the availability and feasibility to provide outside translation services for staff to use when calling students’ parent(s)/guardian(s) who need additional translation. The Employer shall present a plan on how bargaining unit members will communicate with non-English speaking parent(s)/guardian(s), inclusive of emails, phone calls, and parent-teacher conferences, to the Joint Labor Management Committee by January 1, 2024.

**Organizational Chart:** Upon request and within a reasonable period of time to respond, the Employer will provide the Union with a copy of the organizational chart after Board approval.

**Building Spaces:** The Employer will establish one centralized system for all bargaining unit members, inclusive of both the academic and conservatory bargaining units, to reserve building spaces, including the library, Auditorium, Black Box, Gym, and the courtyard. Requests for all additional spaces must be first made through the employee’s supervisor who will then request to reserve the space, but such requests may or may not be approved. Space requests are limited to two days per employee per month, unless additional time is approved and arranged by their supervisor. Space requests will be confirmed or denied by Management within 10 business days.

**Onboarding Process:** Upon the request of the relevant PSC, The Employer shall discuss plans for onboarding new staff. The relevant Professional Solutions Committee may provide feedback on plans during the discussion, including New Teacher Orientation.

**Onboarding Professional Development and Orientation:** All bargaining unit members will receive a building tour and professional development or training consistent with other provisions of this agreement. All conservatory instructional staff shall be compensated at the non-instructional rate of pay per hour for orientation days.
ARTICLE 10: SANCTUARY SCHOOL

In the spirit of *Plyler v. Doe*, 457 U.S. 202 (1982), the Employer has consistently afforded students access to a high-quality public education at the Employer’s schools regardless of their immigration status and is committed to continue this practice.

The Employer’s school(s) is/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.

The Employer and Union jointly declare that the building and grounds of the Employer’s schools are sanctuary spaces for all students, parents, administrators, bargaining unit members, and community members and jointly commit to defend the right to a free and safe learning environment.

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 Illinois and Federal Law, 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.

Upon request by ICE agents to enter ChiArts school grounds, or obtain or review the school’s records, the Employer shall verify the immigration agent’s credentials, ask the agent why the agent is requesting access, and require a criminal judicial warrant signed by a federal Judge. The Employer shall not admit ICE agents based upon an administrative warrant, ICE detainer, or other document issued by an agency enforcing civil immigration law.

In the spirit of commitment to a sanctuary school zone, absent exigent circumstances and/or a duly signed federal or state warrant, agents of ICE shall not be permitted access to the Employer’s school grounds or any records contained therein, nor shall the Employer otherwise release to any third parties, any information pertaining to immigration status except with the individual’s written consent or unless required by law.

In the interest of ensuring the success of the commitments made in this article, the Employer and Union shall meet to develop a training program for staff on how to appropriately respond to ICE agents should they request entrance to the school facilities or grounds as well as to provide resource contacts to aid students and families in obtaining legal or other assistance with immigration enforcement actions.

The Employer’s employees shall not face any Employer discipline for following the policies contained in this Article.

The provisions contained within this article shall in no way prohibit the Employer from honoring and complying with a duly authorized warrant and in no way shall obligate the
Employer or any of its agents to violate any State or Federal statutes.
ARTICLE 11: SANCTUARY EMPLOYER

The Employer and the Union mutually recognize that people are a valued and important part of our community, without regard to their citizenship. Because of the pending and possible threats to the immigration status of staff and students, the Employer and the Union agree to the following:

1. The Employer reaffirms its commitment to equal opportunity in the workplace and shall not discriminate on the basis of race, creed, color, age, sex, national origin, marital status, veteran status, disability, sexual orientation, gender identity or expression, civil union status, domestic partnership status, parental status, immigration status, eligibility for rehire within the Chicago Public Schools, genetic information, refusal to submit to a genetic test or make available the results of a genetic test.

2. The Employer shall not inquire about or demand proof of immigration or citizenship status, except as required by law.

3. Upon request by an Affected Bargaining Unit Member in good standing, the school shall at their sole discretion, determine whether to sponsor an Affected Bargaining Unit Member for any employment-based immigrant or non-immigrant visa for which they are eligible.

4. Upon written request, an affected employee shall be released for up to ten (10) unpaid working days in order to attend to immigration or citizenship status matters for the employee or the employee’s family member and/or partner, regardless of whether the matter is related to DACA. The Employer may request verification of such absence, as long as such a request does not violate paragraphs (1) and (2).

5. In the event that the Employer is no longer permitted to employ an affected employee, the Employer agrees to treat the affected employee’s separation as a leave of absence for purposes of the employee’s return to work. Specifically, the Employer agrees to reinstate the affected employee to the employee’s former position, if available, without loss of prior seniority, upon the employee providing proper work authorization within two (2) years of the date of separation. If the former position is not available, the Employer agrees to reinstate the employee to substantially similar employment or the next available opening, for which the employee is qualified and at that position’s salary with no loss of pay.

6. Any dispute regarding the meaning, interpretation, or application of this Article shall be subject to the grievance and arbitration procedure.
ARTICLE 12: SENIORITY AND REINSTATEMENT

Definition: “Seniority” is defined as the amount of continuous service with the Employer beginning with the latest date of hire, with the exception as outlined below.

Reinstatement: If a bargaining unit employee from the Academic Unit 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 hire.

If a bargaining unit employee from the Arts Unit resigns or is laid off, and subsequently is rehired by the Employer for the Arts Unit within six (6) semesters of separation, the bargaining unit member’s prior accrued seniority will be recognized upon hire.

The bargaining unit member shall be restored to the appropriate salary schedule step and lane, if applicable, with consideration of relevant additional work experience.

A bargaining unit member who held non-provisional status when leaving the bargaining unit due to a layoff shall maintain that status upon returning to the bargaining unit.

Returning to the bargaining unit: Employees who leave the bargaining unit, but maintain employment with the Employer, who then seek to re-enter the bargaining unit:

shall be placed in the salary schedule step that they were at previously plus the additional years working with the Employer.

For the Academic Unit, the employee’s seniority will be based on their years of employment with the Employer.

For the Arts Unit, the employee’s seniority will be based on their years of employment with the Employer.

If the employee held non-provisional status when they left the bargaining unit, they shall maintain that status upon return to the bargaining unit.
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 Principal/Director of Human Resources or equivalent, with said file being kept in the human resources office and/or electronically. Staff shall have the right to add explanatory material or statements to their official personnel file.

A bargaining unit employee shall be provided a copy of any material that is to be placed in their official file except that which is excluded from disclosure by Section 10 of the Illinois Personnel Record Review Act (820 ILCS 40/20) and provided such copies may be in electronic format. The bargaining unit employee shall acknowledge that 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 and does not necessarily indicate agreement with its content. Any information or material not maintained in the official personnel file shall not be admissible in any disciplinary proceeding against the bargaining unit employee.

Bargaining unit employees shall be permitted upon request to review the official personnel file, be provided a copy provided that they will be responsible for paying the appropriate copy charges as set forth by Illinois law and exercise other rights as provided by the Illinois Personnel Record Review Act (820 ILCS 40/1, et seq.). Upon request, management shall respond to all inquiries within fourteen (14) calendar days, or seven (7) calendar days prior to a disciplinary meeting. Upon written request of the employee, the Union president, or their designee may also review the file.

The Employer shall not gather or keep record of an employee’s associations, political activities, publications, communications, or non-employment activities or information unless the employee submits the information in writing or authorizes the employer in writing to keep or gather the information.

If the management of the operation of the school or network is acquired by, transferred to, or assigned to another person or entity, then upon written request, the Employer shall provide each bargaining unit employee a copy of their personnel file provided that the members shall be responsible for paying the appropriate copy charges as set forth by Illinois law.

If the Employer’s records are subject to a known security breach 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: PROFESSIONAL DEVELOPMENT

1. The Employer shall provide professional development or training as specified in Article 8 [Health and Safety], Article 10 [Sanctuary Schools], Article 19 [LGBTQ+ Safe Schools], Article 21 [Restorative Justice], Article 20 [Diversity & Inclusion], Article 9 [General Working Conditions], Article 31 [Special Education] and Article 32 [Bilingual Education], subject to recommendations in Article 15 [Committees] and Article 22 [PD & Equity Collaborative].

2. **Professional Development Assignments and Materials:** When the employer requires employees to review and complete materials prior to professional development, every reasonable effort shall be made to provide the agenda and any materials that need to be reviewed and/or completed prior to a professional development session to bargaining unit employees no less than two (2) school days in advance of the professional development session.

3. **Mandatory Training:**
   a. Any training that must be completed by Employer mandate or mandate of the Chicago Public Schools may be completed during full-time bargaining unit employees’ regular workday during times otherwise protected for professional development, including full-day professional development days.
   b. All training for part-time staff required by the Employer or Chicago Public Schools shall be paid at the non-instructional rate specified in Article 55 [Conservatory Stipends].

4. **Professional Development for First-year Teachers:** The Employer agrees to provide professional development support for teachers through completion of their first full year of employment. Such support may include a mentoring program, an ongoing professional development program, as well as time devoted to learning and training in the Evaluation System (for academic instructional staff).

5. **Professional Development Feedback:** The relevant PSC may provide feedback on professional development during PSC meetings, no less than once per semester to discuss ideas for improvement and ways the PSC can support the delivery and development of high-quality professional development including but not limited to communicating dates, times, and topics of PD, generating ideas with the bargaining unit, and collaborating with leadership to develop high-quality PD.

6. **Professional Development Commitment:** The Employer is committed to ensuring that all of its teachers are supported in improving and learning new instructional practices to promote the goal of student achievement as well as proficiency and teacher growth. The Employer accordingly agrees that it is important to provide its teachers with opportunities to participate in professional development activities, obtain professional development activity credit from an approved State of Illinois provider and that it will receive input from the Professional Solutions Committee in determining the professional development needs of its teachers, in accordance with Article 41 [Academic Compensation].

7. **Outside Professional Development:** The Employer supports the professional development of
its teachers and staff. To that end, when approved by the designated Administrator, the Employer will endeavor to offer up to $250 for Teaching and Student Services Staff Bargaining Unit Members to attend pre-approved outside professional development per year and up to $150 for Support Staff and Non-Instructional Staff to attend approved outside professional development per year. Bargaining unit members who are given this leave and PD reimbursement set forth in this paragraph to attend outside professional development may be required to informally share the information with their department peers upon Administration request. The Employer may request and encourage the bargaining unit member to formally share the information as a Guest Presenter for professional development, which shall be voluntary on the part of the member and in which case the bargaining unit member shall be compensated as described in Article 42, Academic Stipends.

8. **College Board AP Summer Institute:** If a staff member is scheduled to teach an AP course, the Employer will pay tuition costs and their hourly rate for academic teachers for College Board AP Summer Institute professional development. The Employer shall pay for all scheduled hours, but this time may be considered Professional Development Release Days and subtracted from the member’s allotted Professional Development Release days for the subsequent school year. The Employer may choose to pay members according to the regular payroll schedule for the pay period or to reimburse members for their time upon their return for the subsequent school year.

9. **Professional Development Release Days:** Licensed teachers shall be provided with up to three (3) days of release time per year to attend professional development needed for teaching license renewal. Professional development release days shall be subject to designated Administrator approval, but such approval may not be unreasonably denied. Two of these days shall be paid and one shall be unpaid.

10. **Conservatory Professional Development Opportunities:** In addition to onboarding professional development, all Conservatory Instructional Staff shall receive professional development and training on the following during the first semester of the school year and be compensated at the non-instructional rate of pay per hour:

1. Lesson planning and cross-curricular planning between departments and grade levels (i.e., summer teacher summit);
2. Content and grade level specific collaboration, team building and discussion;
3. Antiracism professional development and training;
4. Protected time for content area meetings to collaborate within disciplines
5. Emergency protocol and procedures

**Conservatory Members Hired After the Start of the School Year:** Conservatory Instructional Staff members hired after the start of the school year shall be provided with orientation and training on the topics listed above be provided a calendar of professional development opportunities to fulfill the list within their first semester of employment.
**Additional Conservatory Professional Development Opportunities:** Conservatory Instructional Staff members may have the option to attend additional professional development opportunities provided by the Employer including but not limited to on a monthly basis listed below:

1. Restorative justice practices and implementation;
2. Classroom setup time;
3. Technology and equipment training (keyboard labs, chromebooks, projectors);
4. Academic professional development that members deem relevant

**Professional Development Agendas:** Professional development agendas shall be sent to Conservatory Instructional Staff one week in advance. Conservatory Instructional Staff members shall be compensated at the non-instructional rate of pay for each hour dedicated to professional development.
ARTICLE 15: 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 committees: Joint Labor-Management Committee and two Professional Solutions Committees (Arts and Academic).

These 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. All committee meetings shall take place during non-instructional times unless mutually agreed otherwise.

The Union membership on each committee will be chosen by the Union. The Employer will appoint its members. The Employer shall not have more representatives than the Union in any committee. There shall be at least one member of the Academic Professional Solutions Committee who has a current ISBE Administrative Endorsement.

Joint Labor-Management Committee: A Joint Labor-Management Committee shall be established to confer regarding items that affect both the Arts and Academic staff.

The Parties shall each designate their own representatives in advance. With the exception of the Executive Director, both parties shall strive to select their Joint Labor-Management Committee representatives from the contemporary membership of the Academic PSC and Arts PSC, and the Executive Director may designate representatives of their choosing from the Administration. The number of bargaining unit members will be between three and six and the number of members designated by the Executive Directors shall be between two and five plus the Executive Director or designee. The Executive Director or Union delegate(s) may agree to invite consultants or resource persons to attend committee meetings to discuss specific agenda items with advance forty-eight hours’ notice to the committee members.

The Joint Labor-Management Committee (LMC) shall meet at least four (4) times per year, at the beginning of each new school quarter. Meetings shall be scheduled at times mutually agreeable to all parties. The Joint LMC may meet more frequently upon mutual agreement between the parties. In the event that a committee meeting must be held during lunch, all bargaining unit members will be compensated at the rate described in Article 42, Academic Stipends, and Article 55, Conservatory Stipends, and lunch will be provided by the Employer.

Calendar: The Labor-Management Committee will meet and discuss the projected school calendar during its regular cycle of meetings, including school breaks, productions and performances, annual student activities, graduation, start and end dates for students and staff, scheduling of Professional Development days, early release days, and any other non-attendance days for students and staff for the following two (2) school years. Any school calendar must comply with the Chicago Public Schools testing windows and any other district or state calendar requirements. The Joint LMC shall meet on or before January 15th or within a reasonable time period after the Chicago Public Schools calendar is released every academic year as part of its regular schedule of meetings.
Committee Recommendations: The Union committee members of each Professional Solutions Committee or the Joint Labor Management Committee will make recommendations to the Employer. If the Executive Director or designee disagrees with the relevant Committee’s recommendation, the Executive Director or designee shall notify the Committee within five (5) workdays of the basis for the objection in writing. The Committee shall then reconsider and make a recommendation that takes into account the objection. If the Executive Director or designee still disagrees with the Committee’s further recommendation, the Executive Director or designee shall notify the Committee in writing within five (5) workdays for distribution to the full union membership.

Committee Topics: Each PSC may make recommendations on the following topics:

- Schedule,
- Campus based issues (operations, student concerns, student activities, etc.),
- Safety (implementation of safety plan, etc.) as outlined in Article 8 [Health and Safety],
- Restorative Justice and Discipline (Truancy, attendance, discipline, restorative practices, etc.),
- Professional Development (schedule, and calendar, and content, (including training for sanctuary schools, etc.) as outlined in Article 14 [Professional Development]
- Contract Administration,
- Budget
- School Budgets and Staffing,
- Diversity & Inclusion, outlined in Article 20 [Diversity and Inclusion]
- Course Offerings and Curriculum,
- Culturally Relevant Education, outlined in Article 23 [Culturally Responsive Education]
- Grading Policies and Assessments,
- SPED and Bilingual Scheduling and Compliance,
- Evaluation, outlined in Article 49 [Academic Teacher Evaluation]
- Healthcare, outlined in Article 30 [Healthcare and Insurance]
- Conservatory Class Size (determine whether a class qualifies as a “technique” class)

Academic Professional Solutions Committee:
The Parties agree to the continuation of the Academic Professional Solutions Committee (Academic PSC) to discuss operations affecting bargaining unit employee working conditions, campus-based concerns, contract administration issues, or joint Employer-Union initiative.

The Academic PSC shall be composed of the principal (or designee with decision-making power) and up to four (4) additional administrative staff as designated by the principal and no fewer than three (3) and not more than six (6) Academic bargaining unit members identified by the Union.

The Principal and Academic Unit Union Chair shall serve as Co-Chairs of the Academic Professional Solutions Committee. Where there is not a Union Chair or at the Union Chair’s request, the delegate or another designee may Co-Chair the Professional Solutions Committee. The principal will be notified of the names of the bargaining committee representatives by the
school’s Union delegate and will report any changes in administrative committee representatives as soon as possible.

The committee shall meet at least monthly on mutually agreed-upon dates and times during non-instructional hours. The parties may mutually agree to waive a monthly meeting. The parties shall jointly establish the agenda at least forty-eight hours prior to each meeting. Academic PSC members shall not have a loss of pay for participating on the PSC or Joint Labor Committee. In the event PSC or JLMC committee meetings are scheduled for lunch or outside the workday, academic members shall be paid their non-instructional rate.

The principal and the Union delegate of the Professional Solutions Committee shall exchange available and pertinent information concerning the issues on the agenda when such information is necessary for the understanding and resolution of professional problems under discussion by the Principal and the Professional Solutions Committee.

The principal or the Union delegate may invite agreed upon consultants or resource persons to attend the meeting to discuss specific agenda items with advance forty-eight hours’ notice to the committee members. Principal approval shall be required for such consultants or resource persons who are not ChiArts employees or representatives of the Union. The committee shall report non-confidential information about the proceedings of the meeting to the school staff.

Issues referred by the PSC shall be resolved as quickly as possible, but recognizing some issues may take longer to resolve, depending on the complexity.

In the event that the Principal or designee cannot be present for the Academic PSC meeting, they will give at least 24 hours’ notice (except in cases of emergency) and the meeting will be rescheduled within 48 hours.

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

_Evaluation:_ The Academic Professional Solutions Committee will meet at the beginning of each school year to review and provide feedback on the Employer’s list of bargaining unit members who shall be evaluated that year, the Employer’s proposed evaluation windows, and the Employer’s plan and presentation for training the staff on evaluation procedures.

**Arts Professional Solutions Committee:**

The Parties agree to the continuation of the Arts Professional Solutions Committee (Arts PSC) to discuss operations affecting bargaining unit employee working conditions, campus-based concerns, contract administration issues, or joint Employer-Union initiative.

The Arts Professional Solutions Committee shall be composed of the Artistic Director (or designee with decision–making power) and other administrative staff no more than four (4) designated by the Artistic Director and no fewer than three (3) and no more than (6) members from the Arts
bargaining unit identified by the Union. Administrative staff may change due to agenda items. The Employer shall not have more representatives than the Union.

The Artistic Director and the Arts Unit Union Chair shall serve as Co-Chairs of the Arts Professional Solutions Committee. Where there is not a Union Chair or at the Union Chair’s request, the delegate or another designee may Co-Chair the Professional Solutions Committee.

The Artistic Director will be notified of the names of the union PSC committee representatives by the Union.

The committee shall meet at least monthly on mutually agreed upon dates and times. All Arts PSC committee meetings shall take place outside of conservatory instructional hours. With mutual agreement, meetings may be scheduled for professional development days as determined by the Artistic Director or designee. Arts PSC members shall be paid their non-instructional rate for participation on the Arts PSC and Joint Labor Committee. The parties may mutually agree to waive a meeting. The parties shall jointly establish the agenda at least forty-eight hours prior to each meeting.

The Artistic Director, and Union delegate(s) of the Professional Solutions Committee shall exchange available and pertinent information concerning the issues on the agenda when such information is necessary for the understanding and resolution of professional problems under discussion by the Arts Professional Solutions Committee.

The parties may invite subject matter experts to attend committee meetings if both parties consent. The Artistic Director, or Union delegate may invite consultants or resource persons to attend the meeting to discuss specific agenda items with advance forty-eight hours’ notice to the committee members. The Artistic Director or Executive Director approval shall be required for such consultants or resource persons who are not ChiArts employees or representatives of the Union.

Issues referred by the PSC shall be resolved as quickly as possible, but recognizing some issues may take longer to resolve, depending on the complexity.

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

In the event that the Artistic Director cannot be present for the Arts PSC meeting, they will give at least 24 hours’ notice (except in an emergency) and the meeting will be rescheduled within 48 hours.

*Class Size:* The Arts PSC may review all proposed conservatory classes prior to the start of the semester and curriculums to determine whether a class qualifies as a “technique” class.

*Observation:* The Arts Professional Solutions Committee will meet at the beginning of each school year to review any changes to observation procedures, as well as the Employer’s plan and
presentation for training the staff on observation procedures. The parties shall mutually agree to any changes to observation policies or procedures.

**Hiring Committee:** Where possible and without creating an undue burden on ChiArts to timely interview candidates, two bargaining unit members may volunteer to participate in an ad hoc hiring committee formed for filling all teaching, staff, administrative, and leadership positions, including but not limited to Executive Director, Principal, Artistic Director, and Conservatory Department Heads. In the event there are no volunteers within 2 business days of the request for volunteers, the hiring committee may proceed without bargaining unit members.

The hiring committee will be ad hoc.

In the event the hiring committee is formed to fill an academic teaching vacancy, the entire department in which there is a vacancy being filled shall be invited to participate in the hiring activities.

The committee will be involved in the hiring process, including:
1. reviewing resumes of candidates for interviews,
2. interviewing candidates, and
3. making recommendations to the Employer.

Final decision makers shall be present at finalist interviews and recommendation meetings. Final hiring decisions will be communicated to staff.
ARTICLE 16:
STUDENTS IN TEMPORARY LIVING SITUATIONS (STLS) SUPPORTS

1. **Purpose:** The Employer shall comply with the McKinney-Vento Homeless education Assistance Act, the Illinois Education for Homeless Children Act, and the Chicago Public Schools’ Education of Homeless Children and Youth Policy.

2. **STLS Liaison Stipends:** The Employer shall also provide paid stipends in the amount set forth in the Stipends Provision to STLS Liaisons, according to the following schedule:
   - 1 stipend for each school with 1 to 25 students in temporary living situations
   - 2 stipends for each school with 26 and above students in temporary living situations
These stipends can be distributed across multiple people serving as an STLS Liaison or to one person.
ARTICLE 17: LAYOFF AND RECALL RIGHTS

Procedure: Should layoffs and/or reduction of hours be necessary for lack of work or lack of funds, they shall be done in the following order:

First: Any employee who received unsatisfactory ratings (or the equivalent lowest summative evaluation rating under the parties’ evaluation procedure) within the classification and subject taught designated for reduction, in their most recent summative evaluation.

Second: By inverse order of seniority conducted within classification [as outlined in Article 17, Layoff and Recall below.] An employee subject to layoff based on seniority shall be able to exercise their seniority for the following options in lieu of layoff, provided that the employee is qualified for the position based on any of the following: licensure or certification, relevant undergraduate or graduate degree, job title, or previous work experience in the last five years and currently qualified

(a) To fill any vacant bargaining unit position at a school operated by the Employer; and

(b) To fill any positions covered by non-bargaining unit, subcontracted third-party licensure or certification or qualification for a bargaining unit position within a job category in a position in the same subject taught for which the affected employee is qualified. A member who worked in a job classification at any point in time will be considered qualified for that position at any school when exercising their rights under this article.

Special education layoffs: Bargaining unit members who provide special education minutes shall not be laid off at the end of the school year for lack of work. Layoffs for lack of work for these members shall not be determined until at least the CPS 20th day of the following school year.

Arts Reduction of Hours:

Arts bargaining unit members will be notified of class changes and any reduction of hours when the budget is submitted, but in no event later than July 15th. The employer reserves the right to make changes to classes and scope of sequence and will seek input from department faculty as part of any class or scope and sequence change. Known Directional Changes to classes and scope of sequence will be discussed first in the PSC by May 1.

When determining programming for Conservatory teachers and/or a reduction of their hours, the Employer shall prioritize student learning, the teachers’ experience in their field and years of service at the school.

Arts teachers will be offered to teach an alternative class they are qualified to teach if a class is removed from their teaching schedule and if doing so is administratively possible.

In the event there is separation of employment due to ChiArts eliminating a class and no alternative classes are available that the employee is qualified to teach, the Employer will compensate the employee for the amount of hours lost for four (4) weeks, unless a comparable class becomes available within that time frame, whichever occurs first.
Recall: Current part-time bargaining unit members shall be offered the opportunity to increase hours prior to the recall of any laid off bargaining unit members. Bargaining unit members shall retain recall rights for two (2) years following layoff for any positions at the school that become vacant for which they are qualified. Laid off bargaining unit members shall be recalled in accordance with the reverse application of the procedure for layoff.

Laid-off bargaining unit members eligible for recall shall be allowed 72 hours to respond to a job offer. The Employer shall inform laid off employees of such vacancies, copying the Union.

Recall List: The Employer shall maintain a recall list that lists the job classification(s) that each member was employed in before layoff is eligible to fill based on their certification or in the case of the arts, area of expertise and the date of layoff. A copy of the list will be sent to the Union any time there is a change.

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

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 one school year to attain any newly required credential(s). Any changes in job qualifications shall be discussed with the Union.

Severance/insurance coverage:

10-month payroll calendar: Bargaining unit members subject to layoff before May 1st shall be given forty-five (45) calendar days’ notice or forty-five (45) calendar days’ pay, benefits, and insurance in lieu of notice by the Employer prior to the effective date of the layoff. Eligible Bargaining unit members laid off after May 1st shall be notified no later than one calendar week prior to the last day of student instruction and receive benefits for the remainder of the month following the effective date of the layoff. Bargaining unit members will receive an additional 30 days of continuous insurance benefits after their last pay period.

12-month payroll calendar: Bargaining unit members subject to layoff before May 1st shall be given forty-five (45) calendar days’ notice or forty-five (45) calendar days’ pay, benefits, and insurance in lieu of notice by the Employer prior to the effective date of the layoff. Bargaining unit members laid off after May 1st shall be notified no later than one calendar week prior to the last day of student instruction. Bargaining unit members will receive 30 days of continuous insurance benefits after their last pay period.

Time to retrieve materials, in person and electronically: Bargaining unit members shall be provided reasonable period of time after their layoff to retrieve physical and electronic materials from the Employer’s location and devices.
ARTICLE 18: 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 or participation in, or association with the activities of the Union or any employee organization.

The Employer will comply with all the applicable employment discrimination laws and will maintain a comprehensive process to investigate complaints and concerns regarding discrimination and retaliation. However, nothing in this Article shall constitute a waiver of a bargaining unit employee’s rights to bring a discrimination claim to an appropriate government agency, or in a court of competent jurisdiction. Bargaining unit members who file a claim with any Federal, State, or Local agency responsible for investigating and enforcing non-discrimination statutes may not obtain duplicative relief from a grievance alleging a violation of this provision of the Agreement.
ARTICLE 19: LGBTQ+ SAFE SCHOOLS

The Parties share the goal of wanting school to be a place where the identities of students and staff are respected, protected, valued, and affirmed. Similarly, while it is important for staff members to use people’s personal names and pronouns, we also know that it is possible to make mistakes unintentionally. In general, we should assume best intentions, but recognize that impact must be addressed, and people should continually work to improve.

With goals and caveats outlined above, the Parties agree to the following:

1. The Employer will follow the CPS Guidelines Regarding Transgender and Gender Non-Conforming Students, or any updated guidelines created by CPS, in addition to any guidelines created by the Employer and the language below. A link to these CPS Guidelines will be posted on the Employer’s website and will not be subject to the Grievance Procedure.

2. The Employer will adopt and maintain privacy policies that explicitly assert the confidentiality of information pertaining to students’ sexual orientations and gender identities. The Employer will comply with CPS guidelines regarding revelation of student orientation or gender identity.

3. 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. Employees are encouraged to ask students about when, with whom, and how they consent to the disclosure of information that may reveal a student’s transgender, or non-binary identity, or gender nonconforming presentation, to others.

4. The Employer will assign Gender Support Coordinator duties as an available stipend role and a bargaining unit member may volunteer to act as the Gender Support Coordinator. The position performing the Gender Support Coordinator duties and responsibilities will be given digital space on the website to post contact information, frequently asked questions, and support resources for LGBTQ+ students and families. The position performing the Gender Support Coordinator duties will also participate in the PSC when relevant items are on the agenda. The position performing the Gender Support Coordinator duties will be given release time to attend relevant professional development as approved at the Employer’s discretion. The Gender Support Coordinator shall receive a stipend.

5. The Employer shall provide an (Activity) stipend for bargaining unit members who supervise a Gender & Sexualities Alliance. The faculty sponsor of the GSA will also serve on the Diversity & Inclusion subcommittee, if one exists.

6. The Employer will follow the CPS Guidelines Addressing bullying and Bias-Based Behaviors, or any updated guidelines created by CPS, in addition to any guidelines created by the Employer and the language below. A link to these CPS Guidelines shall be posted on the Employer’s website.

7. The Employer shall offer anti-bullying and diversity education to all students in the first quarter of school and third quarter. Training, designed and implemented in consultation with the Diversity & Inclusion subcommittee or Professional Solutions Committee, will focus on anti-racism, gender equity, and Title IX procedures.
8. All staff will undergo mandatory anti-bullying and diversity education. The PSC may provide input on the appropriate mandatory anti-bullying and diversity education training. Training, designed and implemented in consultation with the Diversity & Inclusion subcommittee or Professional Solutions Committee, will include at least three mandatory sessions focused on anti-racism, gender equity, and Title IX procedures. Anti-bullying training will include a specific focus on preventing and responding to bullying incidents involving LGBTQ students.

9. The Employer shall support relevant bargaining unit members in developing and maintaining a comprehensive health and sexual education curriculum, inclusive of all sexual orientations and gender identities.

10. The Employer will maintain at least one gender neutral bathroom. All students and staff are permitted to use the bathroom or locker room that corresponds to their gender identity. Consistent with Illinois Public Act 102-0340, all bathrooms and locker rooms, regardless of designated gender identity, will contain free menstrual products and stall-based trash receptacles for menstrual products.

11. Any dress code adopted by the Employer will be inclusive of a diversity of gender expressions and adopted only after input from the GSA and Student Government, if those student groups exist.
ARTICLE 20: DIVERSITY AND INCLUSION

1. The parties share a joint 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 relevant Professional Solutions committee meetings.

2. The PSC may recommend initiatives pertaining to diversity, including diversity training, recruitment, retention, mentoring, and professional development to the school’s administration.

3. When the employer seeks candidates for vacant positions, consistent with applicable law, regulatory obligations, the Vacancies Article (Article 38), and the Employer’s policies (as defined further below), the Employer shall make good faith efforts to disseminate such postings and expand recruiting efforts to candidates from traditionally under-represented groups. Members of the PSC shall receive copies of these postings at the end of each quarter. Bargaining unit members submitting candidate referrals are encouraged to advance diversity.

4. The Employer shall designate mandatory training sessions for all students and staff, focused on racial equity, gender equity, and Title IX procedures and reviewed by the PSC. Additionally, all staff shall receive training on trauma-informed educational policies, at least once per year. The PSC may discuss recommendations for the focus of the training sessions and the vendors/organizations conducting professional development and training.

5. If it chooses, the Union may also submit additional training recommendations to the Principal or the Employer in writing. If the Union submits such recommendations, the Principal or the Employer shall timely respond in writing to any such recommendations.

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

7. Human Resources will conduct an anonymous engagement or satisfaction survey annually of staff. The PSC may recommend subjects for inquiry.

8. Upon request, the Employer will provide staff demographic data and retention trends annually to the Union and to the members of the PSC to support their recommendations.
ARTICLE 21: RESTORATIVE JUSTICE PRACTICES

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

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

The Employer shall make every effort to maintain a physical space at each school dedicated to Restorative Justice practices, peace circles, etc. This may be the same space as is used during the academic day.

Training on restorative justice practices and procedures for the Peace Room shall be provided at least annually to all staff.

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

- Medical or mental health services available to the school community
- The expansion of after-school programs
- The expansion of facility use for students or the school community
- Social-emotional supports/trauma interventions by appropriately certified staff
- Voluntary parent mentor and home visit program
- The appointment of a Restorative Justice Coordinator and provision of professional development for parents, students, and staff
- Clinical services and community programming
- The Employer will annually provide training on Restorative Practices and procedures for the Peace Room.
ARTICLE 22:
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 and/or the development of anti-racist educational tools and/or possible funding resources.
ARTICLE 23:
CULTURALLY RESPONSIVE EDUCATION

Culturally responsive curriculum shall be a standing item each on the Professional Solutions Committee agenda so as to provide culturally responsive education to all ChiArts students. The Employer will endeavor to provide resources as agreed upon in each the PSC for this purpose. Materials will be purchased as soon as possible upon the Employer’s adoption of curriculum. Such curriculum shall include, where appropriate, information on the contributions of diverse groups, including but not limited to, African Americans, Latinx, AAPI and other minority groups, including LGBTQIA+, peoples of diverse socio-economic statuses and women to United States and World history and literature; labor history; and the struggle for human rights and gender equality in the world and United States past and present.
ARTICLE 24: ACADEMIC FREEDOM

It is the intent of the parties to assure that bargaining unit members enjoy academic freedom in the schools. Academic freedom shall mean that bargaining unit members are free to discuss topics and present instructional materials which are pertinent to the subject and level taught, within the outlines of appropriate course curriculum content and within the planned instructional program as approved by Arts Leadership or the Principal.

Bargaining Unit employees have access to curriculum in the centralized location of Atlas or a successor should one exist. The Employer and bargaining unit members may collaborate on establishing and redesigning curriculum and instructional materials. The relevant PSC may make formal recommendations on the purchase or adoption of new shared curricular resources, including but not limited to, content-specific, socio-emotional, or test preparation materials.

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.

Nothing in this Agreement is intended to or shall have the effect of inhibiting or limiting the right of any bargaining unit member from expressing, in a professional manner, their views with respect to any educational matter relating to the schools.
ARTICLE 25: INTELLECTUAL PROPERTY

The Employer and Bargaining unit members shall co-own and may use their own bargaining member-created lesson plans, assessments, and instructional materials developed while employed by the Employer, without being deemed in violation of any employment agreement with the Employer. Provided, it is understood that the Employer maintains the right to retain materials, curriculum, lesson plans, assessments, and instruction materials to use after a bargaining unit member leaves. When separation of employment occurs, for any reason, bargaining unit members shall be provided reasonable access to collect or receive any personal belongings and/or electronic files that the employee created or maintained.
ARTICLE 26: BENEFIT DAYS AND LEAVES

Benefit Days for Conservatory Instructional Staff:
Conservatory Instructional Staff shall be granted three hours of sick time on their first workday of each semester, and also shall earn one additional hour of sick time for every thirty additional hours worked per semester. See below for example of Hours Worked per Semester:

- 1-30 hours: 1 hour
- 31-60 hours: 2 hours
- 61-90 hours: 3 hours
- And so on for every additional thirty-hour increment.

Unused sick time shall roll over to the next year.

Additionally, Conservatory Instructional Staff shall be granted six (6) hours of personal time on their first workday of each year (to be used during year allocated or lost)

Benefit Days for Academic Instructional Staff: Bargaining unit employees shall be granted ten (10) sick days and five (5) personal days on their first workday of each school year. Midyear hires shall be granted sick and personal days on a pro rata basis based upon the date of their hire. Bargaining unit employees may use sick, personal, and bereavement days in half-day increments if substitute coverage is needed; if no substitute coverage is needed, bargaining unit employees may use sick, personal, and bereavement days in hour increments.

Benefit Days for Non-Instructional Staff and Arts Assistants: Because arts assistants and non-instructional staff bargaining unit members are fifty-two week employees, they are entitled to ten (10) sick days, four (4) personal days, and fifteen (15) vacation days each year, in addition to 1 week of paid vacation time (near July 4). All benefit days will be available on August 1st or first day of employment. Members hired throughout the year shall be granted benefit days on a pro rata basis based upon their date of hire or days worked.

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

Benefit Day Use and Approval: Bargaining unit employees shall comply with the applicable sick, personal, and bereavement day provisions of the ChiArts handbook, as modified by the language of this Article. The Employer will not inquire about the reasons for use of a personal day, except as modified by this Article. Employees will only be required to provide a doctor’s note to justify use of a sick day after using three (3) consecutive sick days. In the event that a bargaining unit employee requires the use of unplanned sick, personal or bereavement days, meaning the use of sick, personal, or bereavement days with less than two weeks’ notice, the bargaining unit employee must notify his or her supervisor as soon as he or she becomes aware of the need to use an unplanned sick, personal, or bereavement day and must do so no less than two (2) hours prior to the start of the work day.
**Extra Sick or Personal Days in Exceptional Circumstances:** The Employer may grant up to five (5) additional sick or personal unpaid days per school year to any Bargaining Unit Member who has exhausted all available benefit days for unusual and unforeseeable circumstances, but only with prior notice by the Bargaining Unit Member and approval by the Employer.

**Emergency Unpaid Leave:** A Bargaining Unit Member who has exhausted all benefit days and has no available benefit days may request an unpaid emergency leave for up to 30 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 paid or unpaid time off shall be in the sole discretion of the Director of Human Resources, or anyone else designated by the network as the designee for this role.

**Unused sick leave days for contributors to CTPF:** When a Bargaining Unit Member who is a contributor to CTPF separates from the school for any reason, all banked sick leave days shall be reported to the CTPF pension system for service credit pursuant to CTPF rules.

**Donating Personal Days and Sick Leave:** Bargaining unit members may donate unused personal days and sick leave days to other staff members at any point during the year and must inform Human Resources for this purpose.

**COVID-19 Leave:** For the 2023-2024 school year Bargaining Unit Members will receive a maximum of five (5) paid administrative leave days due to Covid 19 under the following circumstances:

- A member lab confirmed tests positive for Covid 19.
- Members have a child who is required to be excluded from school because of a positive COVID-19 test result.
- A member has been required by the school or school district policy to be excluded from school property due to COVID-19 symptoms.

**Additional Holiday Leave:** See language in Workday Work Year Articles 44 and 57.

**Jury Duty:** 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. Bargaining unit members will be excused from work with no loss of pay, benefits, or paid leave days. Upon return to work, Members must sign their paycheck from jury duty over to the Employer.

**Bereavement Leave:** Bargaining Unit Members shall be given five (5) days of paid absence in case of a death in their immediate family, such as a spouse, domestic partner, partner in a civil union, child, stepchild, foster child, parent, step-parent, foster parent, former guardian, sibling, step-sibling, or half-sibling. Immediate family also includes grandchildren if the member is the primary caregiver for that child. Members may utilize sick days for additional bereavement leave time.

In addition to the provided Bereavement Leave above, Bargaining Unit Members shall be given one (1) day of paid absence in case of a death of a family member. “Family” includes, but is not limited to, grandparent, grandchild, niece, nephew, parent-in-law, brother-in-law, sister-in-law,
son-in-law, daughter-in-law. Five days of paid absence and five days unpaid absence shall also be
given for miscarriage by the Member or their partner, failed fertility treatment, and failed
adoption.

Bereavement days do not need to be taken consecutively or immediately following the death. The
days may be used later in the year to resolve matters pertaining to the family member’s death.

**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.

**Election Day Leave:** If an election day is not declared a holiday, bargaining unit employees are
encouraged to vote either before or after their regularly scheduled work hours. Bargaining unit
employees shall be permitted up to two (2) hours off with pay to vote upon request if the employee
is scheduled to start work less than two (2) hours after the time that polls open and the employee
is scheduled to end work less than two (2) hours before the time that polls close. Bargaining unit
employees must submit this request in writing at least one (1) week prior to Election Day. Two (2)
hour Election Day leaves shall be granted for either the start of the day or for the end of the day
depending on the operational needs of the school as determined by the Principal or his/her
designee.

**Inclement Weather Leave** - see Articles 44 and 57 [Workday Work Year].

**Work Site Unavailability:** 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 twelve (12) hours prior to the start
of the workday when feasible and suggest alternative places for work. Bargaining unit members
instructed to stay home will be paid for days lost. When school is suspended due to inclement
weather, all bargaining unit members will not report to their worksite and without loss of pay for
year-round employees.

**Leave Rights for Members on a Paid Leave of Absence:** All bargaining unit employees on a
paid leave of absence shall continue to receive wages, paid time off, health and welfare benefits,
and retirement credit in the same amounts as if they were not on leave. A bargaining unit employee
returning from any type of paid leave shall be entitled to return to the same position and assignment
they had prior to the leave where administratively possible. A leave shall not be used for the
purpose of seeking or accepting employment elsewhere.

**Family Medical Leave Act:** The Employer recognizes that certain circumstances, such as
personal illness, illness of a family member, or the birth, adoption, or placement of a child, may
require an employee to be away from work for an extended period of time. The Employer shall
provide family and medical leave in accordance with the requirements of the Family Medical
Leave Act (FMLA). The FMLA provides a means for eligible employees to balance their work
and family responsibilities by taking leave for up to twelve (12) weeks in a twelve (12) month
period of employment for qualified reasons.

**Compensation during FMLA:**

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a. FMLA is unpaid; however, if employees have any accrued, unused vacation or sick days, or paid parental leave, this paid time off must be used concurrently with their FMLA leave and before unpaid portion of their FMLA leave commences.

b. Eligible Bargaining unit members may elect, as eligible, to take FMLA unpaid, or be compensated through the following:

   Paid Parental Leave
   Short Term Disability (STD);
   Additional Accrued sick and personal time; or
   A combination of both STD, sick leave, personal days, and/or Paid Parental Leave.

3. Bargaining unit employees who go on an unpaid leave of absence covered by the FMLA shall receive their health and welfare benefits for the balance of the leave. Consistent with the Employer’s leave policies, and for purposes of clarity, the following shall apply:

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

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

A bargaining unit employee returning from FMLA or paid parental leave shall be entitled to return to the same position and assigned s/he had prior to the leave. A bargaining unit member returning from any type of unpaid leave shall be entitled to return to the same position and assignment s/he had prior to the leave unless that position was filled in her/his absence with another employee, and in such case the returning employee shall be entitled to an available equivalent position for which the employee is qualified.

**Definition of Family Members:** In addition to the leave rights provided by the FMLA (care for a child, spouse, or parent), employees shall be permitted up to twelve (12) unpaid weeks of leave per year to care for a family member for whom they can provide documentation that they are the primary caregiver.
Intermittent Leave for Child Rearing: Employees taking FMLA newborn-care, adoption, and foster-placement leave shall be allowed to take leave on an intermittent or reduced-schedule basis.

Position Upon Returning to Work: The Employer shall reassign employees returning from FMLA leave to their original positions. Assignment to an equivalent position is permitted only if the original position no longer exists.

a. Paid Parental Leave: Full time employees are entitled to seven (7) work weeks of paid parental leave at the employee’s full rate of pay for either the birth of the member’s biological child or children, (including the member’s biological children born using gestational surrogacy), or for the adoption or foster of a child or children by the member. Part time employees will receive a pro-rata benefit. One of these weeks will include the elimination period of unpaid disability under the Short-Term Disability Coverage if applicable after the delivery of the child. Once the employee exhausts this one week of fully paid leave, the employee is eligible for additional paid parental leave pursuant to the Short-Term Disability Coverage. Eligible employees can receive 60% of their weekly earnings for a maximum of six (6) weeks after the birth of the child and eight (8) weeks after the birth of a child via Cesarean delivery.

b. Any paid parental leave is to be taken within the first year following either the child or children’s date of birth, or the initial date of placement in a member’s home in the case of adoption or foster care. Paid parental leave may only be taken once per birth or placement event and must be used before a biological child turns one (1) year old or prior to the one (1) year anniversary of initial placement in the case of adoption or foster care.

If an employee has a child while a break is ongoing, the actual parental leave does not begin until after the break is over. If a break begins during the leave (such as winter or spring break, or a holiday), the leave will suspend when the break begins, and resumes upon the break’s completion.

c. Paid parental leave, or any portion thereof, may be taken within a year of a child being in the home, and does not have to be contiguous.

Paid parental leave may be combined with other earned paid time off personal time or sick leave to achieve the maximum amount of paid time off from work during the established FMLA period.
ARTICLE 27: HOLIDAYS

All full-time bargaining unit employees who would otherwise be scheduled to work on these days are entitled to the following holidays listed below at full pay for eligible employees, Arts Assistants entitled to Holiday pay for regularly scheduled administrative hours:

Labor Day
Indigenous Peoples Day
Veterans Day
Thanksgiving Day, Day Before & Day After
Martin Luther King, Jr. Day
Presidents’ Day
Memorial Day
Christmas Eve & Day
New Year’s Eve & Day
Juneteenth
Independence Day (for 52-week employees)

Any other holidays declared by Chicago Public Schools

When any of the foregoing holidays fall on a Saturday or Sunday, the holiday shall be observed on the Friday before or the Monday after the holiday and as identified in the Employer’s Annual Calendar.

Religious Holiday Observance: In addition to the listed holidays set forth above, full time members shall be granted up to three (3) non-attendance days with full pay in a school year for the observance of religious holidays, which shall not be considered an absence and shall not be counted against the member’s benefit days, provided that the employee provides written notice to their direct supervisor or the Principal at least two (2) days in advance of non-attendance for the holiday. Bargaining unit members shall only be required to identify that the requested day of leave for the observance of a religious holiday is for a reason of faith or conscience, including any organized activity conducted under the auspices of a religious denomination, church, or other faith-based organization or for a similar purpose. Part time employees may request such days off without pay.
ARTICLE 28:
SCHOOLWIDE STIPENDS, STUDENT ACTIVITIES AND COMMITTEES

1. 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 may establish duties, expectations, and responsibilities for the stipend positions to be reviewed by the Joint Labor Management Committee or the relevant PSC. The Parties acknowledge that such duties may be assigned outside the workday or beyond the work year restrictions set forth in Articles 44 and 57, Workday Work Year. Without limiting the Employer's right to assign similar duties to individuals outside the bargaining unit:

Prospective after ratification by both parties for 2023-2024 school year, the Employer shall pay to any bargaining unit member entitled to compensation under this Section the following amounts:

<table>
<thead>
<tr>
<th>Category</th>
<th>Staff Role</th>
<th>Duration</th>
<th>Stipend</th>
</tr>
</thead>
<tbody>
<tr>
<td>Student</td>
<td>Lunch/Student-Led Club Supervision</td>
<td>Per Hour</td>
<td>Academic Instruction Staff: $35, and early dismissal as described in Article 44 [Academic Workday Work Year].</td>
</tr>
<tr>
<td>Activities</td>
<td></td>
<td></td>
<td>Conservatory Instruction Staff: Non-Instructional Rate</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Clubs must be approved by Principal or Artistic Director as appropriate.</td>
</tr>
<tr>
<td>Student</td>
<td>Yearbook</td>
<td>Annual</td>
<td>$2000</td>
</tr>
<tr>
<td>Activities</td>
<td>Cultural Showcase Coordinator - Up to 5 showcases per year approved by the Principal</td>
<td>Per Showcase</td>
<td>$1000 per person maximum of two people per showcase</td>
</tr>
<tr>
<td></td>
<td>Cultural Showcase Rehearsal Supervision (not including Coordinator)</td>
<td>Per Hour</td>
<td>$25 approved by supervisors</td>
</tr>
<tr>
<td>Student</td>
<td>Student Social Activities Coordinator</td>
<td>Per Year</td>
<td>$5,500</td>
</tr>
<tr>
<td>Activities</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Committees</td>
<td>Committee Member (Arts)</td>
<td>Per Hour</td>
<td>Non-Instructional rate</td>
</tr>
<tr>
<td>-----------------------------</td>
<td>-------------------------</td>
<td>---------------------</td>
<td>-----------------------</td>
</tr>
<tr>
<td>Committees</td>
<td>Committee Member (Academic)</td>
<td>Hours outside of workday or during lunch</td>
<td>Non-instructional rate</td>
</tr>
<tr>
<td>Faculty Adviser</td>
<td>GSA</td>
<td>Per Year</td>
<td>$1,200</td>
</tr>
<tr>
<td>Faculty Adviser</td>
<td>National Honor Society</td>
<td>Per Year</td>
<td>$1,200</td>
</tr>
<tr>
<td>Faculty Adviser</td>
<td>Student Government</td>
<td>Per Year</td>
<td>$1,200</td>
</tr>
<tr>
<td>Faculty Adviser</td>
<td>Spanish Honors Society &amp; Seal of Biliteracy Coordinator</td>
<td>Per Year</td>
<td>$800</td>
</tr>
</tbody>
</table>

2. In the event that the Employer determines any additional Student Activity or Committee duties are needed, not outlined above, an additional stipend will be created. The Employer will present the position responsibilities and qualifications, number of required hours, release periods if applicable and pay for the following school year to the Joint Labor Management Committee for feedback.

   2.1. The minimum stipend pay for any newly created stipend positions must be the equivalent of $50/hour or $1000 per semester unless mutually agreed between the Union and the Employer.

3. In the event that multiple candidates are hired to share a stipend role, with the exception of those roles that are paid an hourly rate, the stipend listed above will be divided in consultation and mutual agreement with the affected members and determined by Administration.

4. The employer will confirm stipend assignments in writing via email.

5. The yearly payroll calendar shall note when per semester or per year stipends will be paid out.

6. **Student Activities Stipend Opportunities:**

   6.1. Where feasible, the Employer will present all potential Student Activities stipend opportunities including position responsibilities, number of required hours, release
periods if applicable and pay for the following school year via email by the last instructional day of each year.

6.2. All bargaining unit members, inclusive of both bargaining units, will be offered the opportunity to apply for Student Activities stipend opportunities at the end of a set term, as set by the administration.

6.3. The application and selection process for Student Activities stipend positions will be discussed in the Joint Labor Management Committee.

6.3.1. The selection process for Student Activities stipend positions may include mechanisms for student input into the final decision in the event multiple candidates apply.
ARTICLE 29: RETIREMENT

Chicago Teacher Pension Fund: The Employer shall abide by the Illinois Pension Code with respect to employer contributions to the Chicago Teachers’ Pension Fund (“CTPF”) for employee “Members” as defined by CTPF.

With respect to the legally required employee contribution for licensed staff of 9% of annual salary, the Employer shall pick up for each licensed bargaining unit staff member a sum equal to 7% of the member’s salary for CTPF to be applied to the retirement account of each such employee. Members shall be responsible for the remaining 2% employee contribution or additional sum as defined by the CTPF rules, which the Employer shall make via payroll deduction.

Retirement Account Contributions:

Bargaining Unit Employees who are not eligible to participate in CTPF: All bargaining unit members who do not contribute to CTPF shall be automatically enrolled in the Employer’s voluntary 403(b) retirement savings program, in accordance with federal benefits laws, on their first day of employment. Employees regularly scheduled to work less than 20 hours per week are excluded from participating in the Plan.

The employer will match the total pre-tax earnings that a participant contributes to the 403(b) Plan on an annual basis, up to 4%, once an employee has worked at least 1,000 hours in a specified 12-month period.

The 403(b) Plan requires non-elective employer contributions for union academic teacher employees subject to a collective bargaining agreement equal to 7% of employee compensation for the year. Non-elective contributions are not made for union employees who entered into the Public School Teachers’ Pension and Retirement Fund of Chicago effective January 1, 2022, or thereafter.

Non-CTPF Retirement Plans: All employees may make voluntary contributions to the Employer’s 403(b) plan in addition to any payments required under this agreement.

Financial Literacy: During the first sixty (60) days of each school year, the Employer shall provide financial literacy training to all employees, during the workday, regarding retirement benefits. The Employer agrees to make the plan’s investment advisors available, at each campus, to employees at least once per year, for the purpose of reviewing each employee’s investments. The Employer shall provide release time to each employee, over lunch or preparation periods, for these meetings.
ARTICLE 30: HEALTHCARE AND INSURANCE

Healthcare Benefits: The Employer shall maintain health insurance coverage and benefits for bargaining unit employees for the term of this Agreement that are at a minimum equal to those in place during the 2022 – 2023 school year. The Employer shall continue to retain Blue Cross Blue Shield as its health insurance provider, to the extent practicable. For the term of this Agreement, the Employer shall pay 90% of the premium costs and bargaining unit employees shall pay 10% of the premium costs on all offered plans. The Employer shall not make changes to health insurance providers or plans without consultation with the Union.

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

1. 100% of the employee premium for vision and dental insurance;
2. 100% of the individual Bargaining Unit Member’s premium for life insurance, short term disability, AD&D insurance, and long-term disability insurance.

Eligibility: Full-time Bargaining Unit Members are eligible for the benefit program on the first day of the first full month of the employee's employment. Part-time Bargaining Unit Members whose workload exceeds an average 30 hours per week shall be eligible for benefits on the same terms as full-time Bargaining Unit Members.

The Employer shall not make any change to healthcare benefit providers or healthcare plans without mutual agreement 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 FSA provider or plan without mutual agreement with the Union.

Notwithstanding the foregoing, all bargaining unit members shall be eligible for healthcare benefits equal to those granted to other non-bargaining unit employees of the Employer.

Infertility, abortion, and gender affirming care coverage will be provided subject to the terms of the Employer’s group health insurance plan and the employee’s selected plan.

Health benefits during leave: The Employer shall provide healthcare coverage for bargaining unit members granted leave according to FMLA or for disability with the employee paying their premium share.

Short-Term Disability: The Employer shall offer short-term disability coverage at no cost to full and part time bargaining unit employees.

Employee Benefits During Paid Short-Term Disability Leave: Eligible Employees on short-term disability leave may continue their employee benefits [e.g., health, dental, life, or 403(b)] on the same terms as if they were actively employed. Deductions shall be made from short-term disability payments for those benefits.
**Long Term Disability:** The employer shall make available to bargaining unit employees long-term disability insurance that commences upon expiration of short-term disability benefits.

**Coordination with FMLA:** Short-term disability leaves shall be used concurrently with qualifying FMLA.

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.

The Employer will request that the CTU-ACTS healthcare committee explore options in which part-time bargaining unit members shall be eligible for benefits.
ARTICLE 31: SPECIAL EDUCATION

The parties agree that collaboration between social workers, special education teachers, and general education teachers is in the best interest of all students. To facilitate this collaboration, the Union and Employer agree to the following provisions:

Special Education: The Employer shall comply with all federal, state, and local laws and regulations regarding special education, including ensuring that all special education students’ Individual Education Plans are met.

The Employer shall not assign any Special Education Teacher duties not related to special education services. Disagreements between the Parties regarding application of this Section shall be resolved by the relevant Professional Solutions Committee.

Special Education Teacher Caseloads and Responsibilities:

Definition of Special Education Teacher: The phrase “special education teacher” includes all teachers who hold the necessary certification, endorsements, and licensure, as determined by the Illinois State Board of Education and are in a special education teaching position.

Special Education Teacher Caseload: Special education teachers shall be the primary provider and writer of the IEP for no more than eighteen (18) students. Those students may be in at least one of the classes taught or co-taught by the special education teacher, including study hall or otherwise consented to by the special education teacher. In the event that the Employer must temporarily exceed the limit of eighteen (18) students (up to a maximum of twenty (20) students), the employee shall be paid five hundred ($500) for each student beyond eighteen (18). All additional duties performed for completing additional IEPs must be performed on ChiArts campus unless otherwise agreed by teacher and principal.

If a teacher’s caseload exceeds eighteen (18) IEPs, the teacher should notify the Union Chair of the school-based Professional Solutions committee, the principal, and Human Resources so that the caseload can either be reduced or so that the teacher can be appropriately compensated.

Self-Contained Special Education Instructional classes: Special education teachers shall have priority to teach subjects for which they are endorsed or hold degrees in when feasible.

Course load: Special education teachers shall teach and co-teach no more than two academic contents unless they consent to.

Preparation Time: Special education teachers shall be given common preparation time with the content teachers and departments with which they teach or monthly professional development time to collaborate. The Employer shall agree to two days a month with professional development time where special education teachers can meet with other staff or work on IEPs.

Up to five days a semester, upon Special Education teacher request, a substitute teacher shall be provided for the day so that the teacher can work on writing IEPs, progress monitoring, writing and generating IEP report cards, and collaborating with content level teachers on unit
and lesson plans, as determined by the Special Education teacher. The Special Education teacher shall work on campus these days unless otherwise agreed to by teacher and principal.

**Lesson plans:** Special education teachers who are co-teachers are not responsible for posting lesson plans or grading. Lesson plans will be posted by the content teacher, and grades for students with IEPs will be determined in parity between teachers.

**Non-Instructional Duties:** Special Education teachers shall not be assigned hallway or lunch duty.

**Classroom Setup:** Special Education teachers, coaches and/or administrators will collaborate for the best classroom environment to meet the needs of the students. All Special Education teachers will be provided a desk with storage in at least one room in which they normally teach.

**Substitute Teaching:** Special Education teachers shall not be assigned as substitute teachers. Nothing in this provision shall prohibit special education teachers from volunteering to provide substitute coverage.

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

**SPED class scheduling:** The case managers and administrators will meet prior to the scheduling of general education students each year to work on special education class assignments and schedule for the following school year no later than May 15th. The schedule for the following school year will be sent to the Special Education team for feedback five (5) calendar days prior to professional development. The case manager(s) and administrators shall make the final decision on caseloads and assignments; however they will make all efforts to provide draft schedules/caseloads to special education teachers and paraprofessionals by July 1st. Teachers will be notified of any changes to the aforementioned draft schedules/caseloads, in writing, as soon as possible.

In directing the work of a special education teacher, the principal shall, if reasonably possible, ensure that the special education teacher is not assigned any duties not related to school special education services, provided that it is agreed that special education teachers may be assigned to a study hall.

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

**Student Discipline:** To the extent feasible pursuant to the Student Code of Conduct, Special Education teachers, case managers, and social workers shall be informed of and have the opportunity to provide input into all discipline decisions for students in their caseloads, provided
it does not require unreasonably delay the issuance of discipline or other action it deems necessary. Nothing herein shall be construed as limiting the Employer’s ability to request input from case managers or other individuals responsible for the student as it deems appropriate.

**Special Education Class Size Limits:** Special Education class sizes shall be programmed as required by law.

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

If case managers are determined to be included in the bargaining unit, the Employer shall bargain with the Union over case manager terms and conditions of employment.

If or when the school does not meet the requirements for case managers, special education teachers who are assigned additional case manager responsibilities will be provided with additional 4 hours protected time per IEP to complete the additional work and additional compensation for case management duties until the school is staffed appropriately. Additional compensation will be at the teacher’s instructional rate of pay, based on the Employee’s log of case management activities. Coordination and facilitation of 504 meetings in the event of a vacancy of case manager will be determined by Principal and Assistant Principal. Special education teachers will not be responsible for coordination and facilitation of 504 meetings.

**Testing Coordination:**
A room will be designated for separate testing during all blocks during the academic and conservatory day. A supervisor will be present in the room during all times that students require separate testing. The school Case Manager will coordinate testing. Special Education teachers will support small group, individual and separate location testing for students with IEPs in their co-taught classes during the academic day.

In the event students need separate testing, the case manager may seek volunteers to supervise student testing during a prep period for an additional stipend set forth in Article 42, Academic Stipends.

If paraprofessionals or other staff do not already have a full-time schedule and are not needed in instructional spaces as classroom aides, they can monitor a separate testing room during their off blocks as long as their schedule complies with Article 43, Academic Staff Working Conditions. If they have a full schedule, they may volunteer to monitor the testing room during their prep periods as in Article 43, Academic Staff Working Conditions - Volunteer Additional Duties.

If it becomes unsustainable for the Case Manager to coordinate IEP and 504 separate testing during non co-taught classes and conservatory hours and/or Special Education teachers are unable to implement small group and separate location testing, a Testing Assistant may be hired.
A separate testing room shall not exceed 12 students at any given time. Bargaining unit members who volunteer to supervise this testing will be paid the stipend rate set forth in Article 42, Academic Stipends.

Testing assistant or volunteering does not apply to standardized testing, including interim assessments.

Special Education during Conservatory:

Special education services will be provided as required by all federal, state, and local laws and regulations regarding special education during conservatory. Academic special education teachers with full caseloads will not service conservatory classes.

All teaching artists who teach credit-bearing conservatory classes shall be provided with at least 2 hours of professional development focused on special education services before the first day of instruction at the rate set in Article 55, Conservatory Stipends. All teaching artists are eligible for at least 1 additional paid hour of individual or small group coaching on classroom management and special education services (including accommodations and modifications) from a certified LBS1 educator or outside program upon request from the teaching artist.

All certified teachers employed by Employer who hold a valid LBS1 may be offered the opportunity to design and lead professional development on special education services at the rate set in Article 42, Academic Stipends.
ARTICLE 32: BILINGUAL EDUCATION

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. The English Language Learner program teacher responsibilities will include, but are not limited to, coordinating ACCESS testing. An ESL or Bilingual teacher may also be hired to be the ELPT and will be paid a Student Support English Learner Program Coordinator Teacher stipend as outlined in Article 42, Academic Stipends, for those responsibilities. Beginning second semester 2023-2024 school year ESL/Bilingual teachers acting as an ELPT alongside ESL/Bilingual services shall be provided at minimum 350 minutes per week dedicated to the fulfillment of ELPT duties. Other prep time will be allotted pro rata based on teaching load.

**English Learner Program Teacher Positions:** The English Learner Program Teacher is responsible for coordinating services provided to English Learners. The roles, responsibilities, and duties are published annually by the Office of Language and Cultural Education in CPS. ELPTs shall not be tasked with responsibilities outside of the scope of this role (e.g., World Language Instruction, Substitute teaching, lunch duty, etc.).

ELPTs shall coordinate the Access Test and Initial Screeners, but shall not be required to administer the tests without appropriate time built into the workday. Instructional staff may be provided Professional Development time during the school day to become certified to administer the Access test. Any bargaining unit member required by administration to conduct Access testing outside of normal professional duties shall be compensated at their instructional hourly rate.

ELPTs shall work in collaboration with the Administration to create the schedule for Bilingual students throughout the school year.

**Bilingual Teachers:** A bilingual teacher who provides daily push-in support, may be considered a co-teacher.

**ESL Endorsed Teachers:** If an ESL-endorsed teacher is the primary teacher for a student who identifies as a newcomer and that teacher is not fluent in the student’s native language, a teacher assistant who is fluent in the language shall be assigned to provide support, if possible.

**Working Conditions for ESL/Bilingual Teachers:** The Employer will make its best efforts to ensure that all Bilingual/ESL teachers will be provided a desk with storage in at least one room in which they normally teach.

Bilingual/ESL Teachers shall not be required to teach advisory or other non-academic courses without mutual agreement.

In the event that Bilingual/ESL Teachers are asked to run a study hall, they may have study halls consisting of students that are considered active English Learners or are classified as Transitioning in years 1-4 of exiting the ESL/bilingual program.

The student-teacher ratio in ESL/Bilingual classes shall not exceed 90% of the class size maximum or cap.
**ELL Student Responsibilities:** Crucial information about English Language Learners (“ELLs”) shall be distributed to classroom teachers within the first quarter of school or as it becomes available. For each Bargaining Unit Member, this information shall include student name, ELL proficiency levels, ACCESS score data, classroom intervention recommendations, and a contact person for ELL support.
ARTICLE 33: MANAGEMENT RIGHTS

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

a) To determine the qualifications for employment with the Employer;

b) To hire bargaining unit employees, assign and direct their work, discharge or otherwise discipline employees for cause (except that Provisional Employees as defined in Articles 37 and 51 may be discharged without cause), promote, demote, transfer, layoff and recall bargaining employees, except as explicitly agreed to in writing by the parties;

c) To promulgate or modify reasonable work rules, policies, procedures, standards, and regulations related to safety and discipline, except as explicitly agreed to in writing by the parties;

d) To determine the Employer's mission, goals, program and curriculum design and methodologies of teaching and assessment for fulfilling them subject to input from employees, with all final decisions resting with the Employer;

e) To take such steps as are necessary or appropriate to fulfill the Employer's contractual obligations and performance to its authorizer, founder, and applicable law;

f) To establish educational policies and academic programs with respect to the admission and education of students and student academic progress and promotion, including, without limitation, methods for ensuring the rights and educational opportunities of all students;

g) To promulgate and modify Instructional Staff and Non-Instructional Staff Evaluation processes and systems, subject to the requirements of the Agreement.

h) To determine staffing patterns and design, including, as necessary, any decision to lay off or reduce its workforce, except that the Employer agrees to take into account performance evaluations in making any such layoff decisions, except as explicitly agreed to in writing by the parties;

i) To determine the number and types of bargaining unit employees and other personnel required;

j) To operate the school, including moving or modifying facilities;
k) To determine methods of raising revenue, budget procedures and budget allocations;

l) To contract with any third party for the following services: short-term substitute teachers, teachers for credit recovery courses, teachers for remediation and enrichment courses, special education clinicians, athletic coaches, and comparable supplemental services. (The economic terms of this Agreement will not be binding on such contracted employees);

m) To determine class size, class staffing and assignment, class schedules, academic calendar year, hours and places of instruction, student assessment policies and parent engagement policies, except as explicitly agreed to in writing by the parties;

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

o) To take action relative to immediate safety issues on any matter in the event of an emergency (as such is deemed an emergency by the Employer in its reasonable exercise of judgment).
ARTICLE 34: NO-STRIKE, NO-LOCKOUT

During the Term of this Agreement, the Parties agree that the Bargaining Unit Members shall not engage in a strike, slowdown, or any other work stoppage, and the Union’s bargaining unit leadership shall not instigate, encourage, or condone the same. Further, the Employer agrees that it shall not lockout the Bargaining Unit Members.
ARTICLE 35: SUCCESSOR CLAUSE

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

The Employer, regardless of whether it is the contract with Chicago Public Schools, will not assign this Agreement during its Term to any entity that does not agree to honor the terms and conditions of this Agreement during its Term.
ARTICLE 36: SAVINGS CLAUSE

Any provision in this Agreement that is contrary to or held to be in violation of any applicable law or regulation by a final, non-appealable ruling of the NLRB or court shall be void and of no force or effect, and this Agreement shall be construed as if such provision were removed, it being intended, however, that the other provision of this Agreement shall not be affected by such removal and, to the greatest extent possible consistent with applicable law, shall be interpreted to give effect to the intention of the Parties as evidenced by this Agreement. Upon request by either party, this Agreement may be reopened in order that the parties may negotiate the impact of such a ruling, and where applicable, a lawful replacement to each voided provision.
SECTION 2 ACADEMICS

ARTICLE 37: ACADEMIC PROVISIONAL PERIOD

Academic Instructional Staff:

The employment of bargaining unit employees in their first full year of employment at ChiArts shall be provisional. Bargaining unit employees hired prior to November 1 shall be considered to have completed their provisional period at the conclusion of the school year in which they were hired. Bargaining unit employees hired November 1 and thereafter shall be considered to have completed their probationary period on their 1-year hire anniversary date. During the provisional period, employees may be released from employment without cause and at the sole discretion of the employer. This is separate from the non-renewal process.

Non-Renewal Process
The Employer shall provide written notice to the provisional employees whose employment the Employer has decided not to renew for the next following school year by June 1 each year, copying the Union.

Provisional Period Extension
The provisional period may be extended for one additional year. In the event the Employer determines that it is appropriate to extend an employee’s provisional period for an additional year, it will provide the employee and union the written basis for that decision by June 1.

Protections for Provisional Bargaining Unit Members:

Provisional bargaining unit members shall enjoy all rights and benefits of this Agreement during their provisional period, and shall not be released from employment for availing themselves with said rights and benefits or for engaging in union activity. Provisional members with employer-provided medical coverage who are non-renewed will receive medical coverage through at least July 31st.

Non-Instructional Office Staff: The employment of Non-Instructional Staff in their first 90 days of employment with the Employer shall be provisional, which means that, during this period, they may be released from employment at the sole discretion of the Employer.
ARTICLE 38: VACANCIES

Definition of a Vacancy: A job vacancy exists when the Employer determines to increase the work force and to fill the new position(s) and/or when any of the following personnel transactions takes place and the Employer determines to replace the previous incumbent: terminations, resignation, transfers, promotions, demotions, and related transactions. The vacancy exists starting on the day after the position becomes vacant or as soon as management knows that a new position is needed or that an existing position needs to be filled.

If the Employer determines a new position is necessary, the job description for that position will be shared with the Union prior to posting the position, and the Employer shall state whether the Employer believes the position is a bargaining unit position.

Posting: The Employer agrees to post any job vacancies on its website where bargaining unit members can access, review, and apply to the posting. The Employer will email or communicate through Paycom a copy of the posting for all vacant positions that are part of the bargaining unit to members of the bargaining unit three (3) days prior to when notice of the vacancy is posted externally. All members of the bargaining unit who meet the qualifications of the vacancy may choose to apply for the vacancy. Any members of the bargaining unit that meet the minimum qualifications for the vacancy and apply for it, except those whose last summative rating was unsatisfactory, will be granted an interview.

The vacancy notice shall set forth the required responsibilities, starting salary range, work location, hours and days off, job description, and any other requirements for the job. The notice will also state whether the position is a bargaining unit position or not.

Temporary Vacancies: Temporary vacancies are defined as bargaining unit job vacancies that may periodically develop in any job classification that do not exceed thirty (30) calendar days, excluding vacancies created as a result of parental leave/leave taken pursuant to the FMLA. Job openings that recur on a regular basis and/or that remain open more than thirty (30) calendar days at a time shall not be considered temporary job openings.

Limitation on Filling Vacancies with Temporary Employees and/or Substitute Teachers: The Employer shall use its best efforts not to fill any job vacancy with a temporary employee or substitute teacher for more than sixty (60) calendar days. The Employer shall compensate any temporary employee or substitute teacher filling a job vacancy that has existed for more than sixty (60) calendar days at the regular rate of pay and benefits for that position under the salary schedule at Article 41, Academic Compensation, of this Agreement. The Employer will not intentionally utilize temporary or substitute teachers in order to avoid filling permanent Bargaining Unit Member positions, or job openings that recur on a regular basis and/or that remain open more than sixty (60) calendar days at a time.

The Employer will seek and consider qualified applicants for any permanent position being filled by a long-term substitute. The employer will make all efforts to fill permanent positions with direct hires. Paraprofessionals and third-party technology-based alternatives cannot be used to fill a bargaining unit teaching position for more than 60 days without the express approval of the Union.
ARTICLE 39: ACADEMIC CLASS SIZE

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

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

Programming Special Education class sizes - see Article 31, Special Education.
ARTICLE 40: ACADEMIC SUBSTITUTE TEACHING

Cadres: A Cadre substitute is a person with an ISBE substitute license or PEL who is employed on a school-year basis and who is assigned to work only on student attendance days. A principal may permit a Cadre substitute to work on professional development and parent teacher conference days.

Provisional Period for Cadre Substitutes: The employment of Cadre Substitutes in their first year of employment with the Employer shall be provisional, which means that, during this period, they may be released from cadre employment at the sole discretion of the Employer.

Establishment of Cadre and Assignments of Cadre Substitutes: Effective July 1 of each year, the Employer shall use its best efforts to establish a Cadre pool to which it will select and assign Cadre substitutes to cover the classes of absent teachers for the duration of the school year.

a. The Employer shall use its best efforts to assign a minimum of two cadre substitutes per year for the academic program.

b. The Employer will offer an annual stipend of $300 to encourage at least two (2) and at most five (5) conservatory staff to obtain ISBE substitute licensures and commit to serve as substitutes for the Academics program when reasonably requested to do so.

c. Conservatory instructional staff shall be prioritized for hiring as academic cadre substitutes over new outside hires.

d. Cadre subs shall be prioritized to fill long term substitute assignments.

Cadre Employment Criteria: The Employer shall establish criteria to be used in the selection and retention of Cadre. The Cadre substitutes selected by the Employer shall be employed on all student attendance days but will only be paid when called in to work. Said Cadre substitutes shall be continuously available to perform substitute service at least three days per week.

Cadre Workday: When called in to work, Academic cadre substitutes shall work from 7:40 am to 2 pm.

Cadre Compensation and Benefits: Cadre substitutes shall be paid $35 per hour.

Academic Cadre Substitutes: Cadres required to attend in-service training programs outside their regularly scheduled hours shall be paid at their hourly rate.

Long-Term Substitutes (Direct Hire): The parties agree that it is always preferable to hire employees into the bargaining unit position over using long-term substitute employees. The Employer will notify the Union upon request by the Union, on a quarterly basis of which positions are currently filled by a long-term substitute. The Employer shall state the reasons the long-term substitute has become necessary. For any approved vacancy that remains filled with a long-term substitute, the Employer will continue to post the vacancy and apply the normal hiring process to the vacancy until it is either filled or the vacancy is eliminated.

Subcontracting and Privatization of Substitutes. Beginning in the 2023-24 school year, the employer will use its best efforts to hire to fill vacancies directly, with priority given to hiring conservatory instructional staff wherever practical.
**Long-Term Substitutes as Bargaining Unit Members:** Any temporary employee or substitute teacher hired directly by the Employer and not a contracted employee filling a job vacancy that has existed for more than thirty (30) calendar days shall be considered a bargaining unit member and will be eligible for all leaves and benefits afforded to full-time bargaining unit members.

**Working Conditions for Long-Term Substitutes:** The working conditions of long-term substitute teachers will be the same as bargaining unit member Instructional Teaching Staff, including lunch and prep time, with the exception of the 2-3 hour.

There will be no evaluation of members filling long-term substitute positions.

**Professional Development and Planning:** Long-term substitute teachers will receive paid professional development on implementation of special education accommodations and modifications as well as paid corresponding preps to collaborate with special education teachers.

**Internal Substitute Teaching:** Internal substitution is defined as one teacher covering a class or duty for another Bargaining Unit Member in lieu of a planning or lunch period, an assigned academic lab, or in lieu of their non-teaching educator job duties. No Bargaining Unit Member shall be required to perform internal substitution during a planning period or lunch; however, Bargaining Unit Members may volunteer to substitute for any period during which they are not already assigned a class. Whenever a Bargaining Unit Member is required or volunteers to perform internal substitution they shall be additionally compensated at $35 per hour. The parties agree that special education teachers will not be called upon for internal substitution.

In the event a Special Education teacher in a co-taught class volunteers to be the lead teacher when the general education teacher is absent, they shall be compensated an additional thirty-five ($35) dollars per hour until the teacher returns or the vacancy is filled.

In the event an academic bargaining unit member substitutes for a conservatory class, they will be paid at the conservatory substitute rate.

Academic instructional staff members may volunteer to substitute for a conservatory class if the member would otherwise be scheduled for self-directed prep time or outside work hours to be compensated an additional $50 per hour. In emergency situations, the Department Head or Artistic Director may request approval from the Principal or Assistant Principal for an Academic Teacher to substitute during the 2:00-3:00 hour when the teacher has a self-directed prep.

**Paraprofessional Substitute Teaching:** See Article 43, Academic Staff Working Conditions.
ARTICLE 41: ACADEMIC COMPENSATION

Starting salaries for Academic Teachers, Student Services Staff: Staff in these positions defined in Article 4, Definitions and Employee Categories, who are new to the Employer shall be placed on the salary schedules found below in Table A. The Table A schedules do not include the Employer’s contribution to members’ pension. After the first year, each step of the salary schedule equals one school year of experience.

Lane 1 Bachelor’s Degree;
Lane 2: Master’s degree or ELL or LBS 1 certification;
Lane 3: Masters + 30 post-secondary credit hours;
Lane 4: Masters + post-secondary 60 hours credit hours/Doctoral Degree or PhD.

Post-secondary credit hours refer to any coursework or certification received after high school. It also includes credits awarded from the CTU Quest Center.

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

Outside experience: For teachers, counselors, and paraprofessionals, when determining the bargaining unit member’s step placement on Table A, the Employer will grant credit for years of outside teaching experience and/or other experience relevant to the bargaining unit member’s position title, not to exceed 5 years. After the first year, each step of the salary schedule equals one school year of experience.

Returning Teaching, and Student Services Members’ salaries: Academic Teaching Staff and Student Services Staff who continue employment with the Employer shall advance one step on the Table A salary schedule on August 1 of each year, including staff who were hired throughout the school year. After the first year, each step of the salary schedule equals one school year of experience.

Returning after separation: In cases of Academic Teachers and Counselors, a member returning from a voluntary separation of employment from the Employer after a completed school year, said member shall advance one step from their previous step on the Table A salary schedule following such a break in service, or if previous years of outside experience were not honored in the past, the member shall be placed on the step that corresponds to five (5) years of experience, whichever is higher.

Support Staff Salary Schedule: Support Staff new to the Employer shall be placed on the salary schedules found below in the tables below. The schedules below do not include the Employer’s contribution to members’ pensions.

   Lanes: Except as provided herein, Employees shall initially be placed in Lane 1. Employees with an Associate’s degree shall be placed in Lane 2. Employees with a Bachelor’s degree, or higher, shall be placed in Lane 3. Evidence of degree and credit attainment must be submitted to the Human Resources Department (or equivalent).
Outside experience: When determining the bargaining unit member’s step placement, the Employer will grant credit for five (5) years of outside teaching experience and/or other experience relevant to the bargaining unit member’s position title. Each step of the salary schedule equals one school year of experience.

Returning Support Staff: Returning Support Staff who continue employment with the Employer shall advance one step on the salary schedule on August 1 of each year, including returning staff who were hired during the previous school year. For the purposes of initial placement on the SY 22-23 salary schedule, which will be retroactive to the beginning of the 22-23 School Year, Support Staff will be placed in the Lane according to their educational attainment and at the step according to their years of experience, not to exceed five (5) years.

Office Staff salaries: Staff who continue employment with the Employer shall advance to the new salary increase each year. For purposes of initial placement on the SY 22-23 salary schedule, placement will be retroactive to the beginning of the 22-23 School Year.

2022-2023 Salary Adjustments: All bargaining unit members whose salaries are adjusted upon the ratification of the Collective Bargaining Agreement (CBA) shall be compensated retroactively to the beginning of the school year 2022-23 school year.

Part-time Academic Instructional Teaching Staff: Part-time Academic Instructional Teaching Staff will be placed in the Lane according to their educational attainment and at the step according to their years of experience, not to exceed five (5) years. Their salary will be prorated based on the number of hours scheduled by the Employer.

Notification to the Employer for Salary Adjustments: The member shall provide notification of degree completion, certification, endorsement, or post-secondary credits to the Employer’s Human Resources Department (or equivalent). Upon receipt of official confirmation of completion of an associate degree, bachelor's degree, master’s degree, doctoral degree, graduate or continuing education credits, National Board Certification, or other certifications relevant to the Bargaining Unit Member’s assignment, employees shall be placed in the appropriate Lane at the same step. The Bargaining Unit Member’s salary shall be adjusted no later than the second pay period following receipt of official confirmation. Lane adjustments shall be effective on the date material is fully submitted substantiating degree completion or credit achievement.

National Board Certification (NBCT):

1. Compensation: Bargaining Unit Members who attain National Board Certification during the Term of this agreement shall have their salaries adjusted by an increase of $3,000 per year of certification as certification is maintained.

2. Lane credit: Credits acquired through the CTU Quest Center for the National Board Certification program shall count towards lane placement.

Standard non-instructional rate: The standard non-instructional rate of pay shall be $35 per hour regardless of bargaining unit position.

Instructional Hourly rate:
a. Hourly rates for Academic Instructional Staff, and Student Services Staff shall be determined by dividing a member’s annual base salary by seven and a quarter (7.25) hours, as the base length of the day, and by the total number of workdays in a year (189).

b. Hourly rates for non-instructional staff shall be determined by dividing a member’s annual salary by eight (8) hours, as the base length of the day, and by 228 days.

**Payroll Calendar:** Bargaining unit members shall have their annual salary disbursed on a payroll calendar in biweekly increments that is provided, in writing, to all members at the beginning of the school year. The yearly payroll calendar shall note when semester and annual stipends will be paid out. Any change in the number of paychecks per year shall not be implemented without the agreement of the Union.

### Table A

1. Collective Bargaining Agreement (CBA) Salary Schedules for Unit Members (Academic Teachers and Student Services Staff Attached as Table A)
   a. Academic Teachers and Student Services Staff Salary Schedules (Table A)
      i. Year one of the CBA 2022-2023 - 2% annual increase retroactive within 45 - days of approval of the full CBA by the parties (representing a total of an 4% annual increase for 2022-2023 based on the previous 2% increase implemented in FY 2023)
      ii. Year two of CBA 2023-2024 - 6% COLA
      iii. Year three of CBA 2024-2025 - 4% COLA
      iv. Year four of CBA 2025-2026 - 4% COLA
   b. Office Staff Salary (Table B)
      i. Year one of CBA 2022-2023 - 5%, retroactive within 45 - days of approval of the full CBA by the parties (representing a total of a 7% annual increase for 2022-2023 based on the previous 2% increase implemented in FY 2023).
      ii. Year two of CBA 2023-2024 - 3% COLA
      iii. Year three of CBA 2024-2025 - 4% COLA
      iv. Year four of CBA 2025-2026 - 4% COLA
   c. Paraprofessionals, Teacher Assistants and Health Care Assistant Salary Schedules (Table C)
      i. Year one of CBA 2022-2023 – 5% annual increase, retroactive within 45 - days of approval of the full CBA by the parties (representing a total of a 7% annual increase for 2022-2023 based on the previous 2% increase implemented in FY 2023).
      ii. Year two of CBA 2023-2024 – 3% COLA
      iii. Year three of CBA 2024-2025 – 4% COLA
      iv. Year four of CBA 2025-2026 – 4% COLA
ARTICLE 42: ACADEMIC STIPENDS

1. The Employer shall pay a stipend to any bargaining unit member who volunteers and is selected to perform duties in connection with the Employer's extracurricular programming or in response to understaffing, 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 Administration with input from the Academic Professional Solutions Committee. The employer may establish duties, expectations, and responsibilities for the stipend positions to be reviewed by the PSC. The Parties acknowledge that such duties may be assigned outside the workday or beyond the work year restrictions set forth in Article 44, Workday Work Year. Without limiting the Employer's right to assign similar duties to individuals outside the bargaining unit and prospective after ratification by both parties for 2023-2024 school year, the Employer shall pay to any bargaining unit member entitled to compensation under this Section the following amounts:

<table>
<thead>
<tr>
<th>Category</th>
<th>Staff Role</th>
<th>Duration</th>
<th>Stipend</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overload</td>
<td>Academic Overload stipend</td>
<td>Per Semester</td>
<td>For 2023-24 school year members teaching a 5-block schedule shall receive $1500/semester and members teaching a 6-block schedule shall receive $3000/semester. Starting the 2024-25 school year all members teaching an “Overload” defined below shall receive $3000/semester for the overload</td>
</tr>
<tr>
<td>Overload</td>
<td>Class Size Limit Exceeded</td>
<td>Per Day</td>
<td>$10 per student per class in excess of the class size limits set Article 39, Class size</td>
</tr>
<tr>
<td>Overload</td>
<td>Loss of Prep (Instructional, Counselor)</td>
<td>Per Hour</td>
<td>$35/hour</td>
</tr>
<tr>
<td>Overload</td>
<td>Case Manager Vacancy</td>
<td>Hourly</td>
<td>Academic Instructional rate</td>
</tr>
<tr>
<td>Overload</td>
<td>Beginning 2024-2025 school year, Counselor Vacancy</td>
<td>Per Week</td>
<td>$250 per week for every 50 students or fraction thereof exceeding counselor caseload limits</td>
</tr>
<tr>
<td>Service</td>
<td>Description</td>
<td>Frequency</td>
<td>Cost</td>
</tr>
<tr>
<td>-------------------------</td>
<td>--------------------------------------------------</td>
<td>-------------</td>
<td>----------</td>
</tr>
<tr>
<td>Overload</td>
<td>ESL/ Bilingual Class Overload</td>
<td>Per Semester</td>
<td>$2000</td>
</tr>
<tr>
<td>Student Support</td>
<td>Separate Testing Supervision</td>
<td>Per Hour</td>
<td>$35</td>
</tr>
<tr>
<td>Student Support</td>
<td>English Learner Program Coordinator Teacher</td>
<td>Annual</td>
<td>$3000</td>
</tr>
<tr>
<td>Student Support</td>
<td>Interpretation if asked by administration</td>
<td>Per Hour</td>
<td>$40</td>
</tr>
<tr>
<td>Student Support</td>
<td>Gender Support Coordinator *Counselor or Social Worker to be assigned to the role</td>
<td>Per Year</td>
<td>$1500</td>
</tr>
<tr>
<td>Student Support</td>
<td>STLS Liaison</td>
<td>Per Year</td>
<td>$1500</td>
</tr>
<tr>
<td>Student Support</td>
<td>Homebound instruction</td>
<td>Per hour</td>
<td>Hourly pay or $50/ hour whichever is higher, and mileage reimbursement per employer’s mileage reimbursement policy.</td>
</tr>
<tr>
<td>Certification</td>
<td>IEP Interpretation Qualifications</td>
<td>One Time Bonus</td>
<td>$500</td>
</tr>
<tr>
<td>Certification</td>
<td>National Board Certification</td>
<td>Per year as certification is maintained</td>
<td>$3,000</td>
</tr>
<tr>
<td>Summer</td>
<td>Summer School</td>
<td>Per hour</td>
<td>Hourly Rate</td>
</tr>
<tr>
<td>Summer</td>
<td>Summer Projects</td>
<td>Per Hour</td>
<td>Academic Non-instructional rate</td>
</tr>
<tr>
<td>Leadership</td>
<td>Grade Level Team Leads</td>
<td>Per Year</td>
<td>$3700</td>
</tr>
<tr>
<td>Leadership</td>
<td>Content Team Leads</td>
<td>Per Year</td>
<td>$3500 English/ILT, Math/ILT, Science ILT, Social Science ILT $3000 World Language and PE</td>
</tr>
</tbody>
</table>
Leadership
Professional Development: Guest Presenter
Per Presented Professional Development
$200 per PD, provided that PD is capped at one hour

Non-Instructional
Standard Non-Instructional Rate
Per Hour
$35

2. In the event that the Employer determines any additional duties are needed, not outlined above, an additional stipend will be created. The Employer will present the position responsibilities and qualifications, number of required hours, release periods if applicable and pay for the following school year to the Academic Professional Solutions Committee for feedback.

   2.1. The minimum stipend pay for any newly created academic stipend positions must be the equivalent of $50/hour or $1000 per semester unless mutually agreed between the Union and the Employer.

3. In the event that multiple candidates seek and/or are hired to share a stipend role, with the exception of those roles that are paid an hourly rate, the stipend listed above will be divided as determined by Administration in consultation and mutual agreement with the affected members.

4. The employer will confirm stipend assignments in writing via email.

5. The yearly payroll calendar shall note when semester and annual stipends will be paid out.

6. **Overload Stipends:**

   6.1. Under the 2023-2024 school year bell schedule, overload for academic instructional staff is defined as teaching or co-teaching 5 or 6 content classes. Instructional Staff members scheduled for five (5) academic content classes shall be eligible for a 5-block stipend. Instructional Staff members scheduled for six (6) academic content classes shall be eligible for a 6-block stipend. In the event of a schedule change, overload shall be defined as follows:

   6.2. Student Overload: In the event of a schedule change, an Instructional Staff member is scheduled to teach more than one hundred fifty (150) total students, the Instructional Staff member shall be entitled to a student overload stipend.

   6.3. Class Overload: In the event an Instructional Staff member is scheduled to teach an additional content class over X, where X is the number of content classes an academic teacher is normally scheduled to teach, the Instructional Staff member shall be entitled to a class overload stipend.
6.4. Teachers are eligible only for either a student or class overload stipend, not both, at one time for the 2024-2025 and 2025-2026 school year.

6.5. The parties agree that it is usually preferable to hire additional members to avoid overload in lieu of offering a stipend. Whenever multiple members of the same content area or job description are receiving an overload stipend, the Employer shall use its best efforts to hire additional staff to reduce the overload on current bargaining unit members in that department.

7. **Student Support Stipends:**

7.1. The Employer will present all potential Student Support stipend opportunities including position responsibilities and qualifications, number of required hours, release periods if applicable and pay for the following school year via email by the last instructional day of each year.

7.2. All qualified bargaining unit members will be offered the opportunity to apply for Student Support stipend opportunities. In the event multiple bargaining unit members apply for an opportunity, the final decision shall be made by the Employer, taking into account each candidate’s experience and qualifications.

8. **Leadership Stipend Opportunities:**

8.1. The Employer will present all potential Leadership stipend opportunities including position responsibilities, number of required hours, release periods if applicable and pay for the following school year via email by the last instructional day of each year.

8.2. The application and selection process for all leadership roles will be discussed in the Academic PSC.

8.3. All academic teaching staff who teach within a content team will be offered the opportunity to apply for the content lead position for their content team. In the event multiple candidates apply for a content leadership position, the final decision shall be made by Administration.

8.4. All academic teaching staff will be offered the opportunity to apply for the grade level lead position for any grade level. In the event multiple candidates apply for a single grade level leadership position, the final decision shall be made by Administration.

9. **Summer Stipend Opportunities:**

9.1. The Employer will present all potential summer stipend opportunities including position responsibilities, number of required hours, release periods if applicable and pay for the following school year via email by June 1 of each year.

9.2. The application and selection process for all other summer roles will be discussed and mutually agreed upon in the relevant PSC.
ARTICLE 43: ACADEMIC STAFF WORKING CONDITIONS

2023-2024 Bell Schedule Vote: In order to change the bell schedule from the status quo in 2023-2024 for subsequent years, the Employer must convene a bell schedule committee that shall develop alternative schedule options and present them to staff.

- The committee will consist of at least 6 bargaining unit members, representing a variety of academic departments, inclusive of diverse learners, and an equal number of administrative members appointed by the administration. All bargaining unit members serving on the committee shall be chosen by the union.
- The Bell Schedule Committee, in consultation with the Principal, shall by consensus, with principal final approval, develop at least 2, but no more than 3 potential schedules.
- In February, bargaining unit members will hold a binding vote on the proposals. The date and timing of the vote must be agreed upon by the Principal and the delegate or a duly authorized Union representative.
- The Union may schedule, and the Employer shall facilitate, a meeting for impacted Union members prior to the vote to discuss the potential schedule options.
- All union members impacted by the bell schedule change shall vote by secret ballot to choose the bell schedule. The results of such a vote shall be counted by the Employer and a school-based representative of the Union. The schedule with the highest percentage of votes will be the new schedule.
- Copies of the new bell schedule shall be forwarded to the Parties’ duly-authorized representatives.
- The schedule selected by majority vote shall be implemented for the following school year.

Academic Preparation Time: Preparation periods shall be duty-free and self-directed. Teachers shall have no less than four hundred seventy (470) minutes of duty-free, self-directed preparation per week, provided that first-year teachers shall be required to attend one, one-hour biweekly cohort meeting for the first semester of their employment with the Employer in lieu of an hour of duty-free, self-directed preparation for that week. Additionally, the first fifteen (15) minutes of the teacher workday prior to the beginning of first period shall be reserved for duty-free, self-directed preparation time.

Teaching load/Instructional minutes: For the 2023-2024 school year, teachers shall have no more than one thousand and fifty (1050) minutes of instruction per week unless mutually agreed upon between the Employer and the teacher, which may include a study hall supervision period and a credit bearing advisory period, and provided that the teacher shall be paid pro rata for any instructional minutes in excess of 1050 per week. Beginning the 2024-2025 school year, teachers shall have between one thousand one hundred twenty-five (1125) and one thousand one hundred seventy-five (1175) minutes of instruction per week, under an approved bell schedule set using the procedures for the 2023-2024 Bell Schedule Vote described above.

Transition Time: There shall be no less than three (3) minutes of transition time built into the schedule between classes, lunch, study hall, advisory, etc.

Biology Breaks: Staff members shall be given a five-minute break every 90 minutes or upon request.
**Instructional Periods and Scheduling:** Teaching staff members shall not have more than three classes, inclusive of study hall or advisory, in a row without a break for a preparation period or lunch.

**Course load:** Content-Specific Academic Instructional Staff shall be required to prepare for no more than two courses, including AP, Honors or Remedial courses.

**Schedule Changes:** After the first ten instructional days, 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 five instructional days of notice prior to such change taking place. Within the five-day period, the teacher shall receive a minimum of fifteen (15) additional hours of planning and preparation time.

**Teaching Assignments for the Next Year:** Academic Teachers may submit in writing their course preferences prior to the first Monday in April. In departments, teachers shall draft teaching assignments to submit to administration. Administration will take the preferences into consideration when making teaching assignments, but has final authority to assign classes based on school needs. Initial teaching assignments shall be shared with Teaching Staff by June 30th.

**Volunteer Additional Duties:** All Academic Instructional Staff may opt to sign up for additional duties with Principal approval and will be compensated at their non-instructional rate for the time spent supervising the student(s), with the exception of any extra duties already defined in Article 42, Academic Stipends.

**Unit and Lesson Plans:** The development and use of lesson plans is a professional responsibility. The Academic PSC shall discuss and design lesson or unit plan submission, including required formatting.

**Yearly Assessments:**

*Required Assessments.* As soon as practicable after ISBE has published the state assessment calendar, the Employer shall publish an assessment calendar for the subsequent school year, which shall consist of assessments mandated by the teacher evaluation system in this CBA (if any), required to meet the mandates of state or federal laws and regulations, and mandated by a program (i.e., AP or any program that requires a test for student credit or program accreditation).

*Additional assessments:* Each year in the spring, the PSC may collaborate to develop a recommended plan for additional assessments, if any.

**Peer Observations:** Teachers shall be provided with a substitute and permitted to use professional development release days to observe one or more teachers of their selection to look for information/concepts/ideas that they can utilize inside their own classroom. Peer observation notes and documents cannot be used in the formal teacher evaluation process. Evidence of peer observation form shall be filled out and returned into the administration to indicate that the observation took place.

**Instructional Coaching:** In the event that the Employer establishes an Instructional Coach position, the Academic PSC will discuss and agree on established procedures for coaching specific for provisional, non-provisional, and probationary employees.
Support Staff Working Conditions

Professional Development: The Employer and the Union recognize the value of professional development. When required by the Employer, Support Staff shall be present at professional development and must follow the Employer’s policies in requesting additional or external professional development.

Professional development and orientation - At the beginning of the year, or before serving in a classroom, support staff may receive training on the following items:

- (For new staff) Tour of the school
- Explanation and training on job duties and responsibilities
- How to read and implement an IEP/504
- How to login into Aspen and how to do data tracking, if applicable
- Non-verbal communication training like PECs/AAC, if applicable
- Autism spectrum disorder training, if applicable
- Behavioral intervention training, if applicable
- Restorative justice practices and de-escalation (including safe restraint training, if applicable)

Student IEPs and 504s: All Support Staff shall be provided with an electronic and/or a printed copy of any applicable IEPs and/or 504s for students on their caseload or students that they work with provided that such IEPs and 504s contain information the Employer determines to be necessary to perform the PSRP’s role.

Supervision duties: Other than “Lunch & Hall Monitors”, Support Staff shall not be assigned lunch supervision duties, but may volunteer for supervision duty as a stipended role.

Job Duties: Utilization of all support staff shall be in conformity with job descriptions and responsibilities and applicable statutes.

A paraprofessional shall not be assigned as the sole staff person to cover study hall or advisory except in cases of emergency.

Outside duties: If a support staff member is requested by administration to do something outside the normal responsibilities of their position, they shall be compensated at the below listed hourly rate and shall have the option to turn that responsibility down. Support Staff shall not be responsible for organizing sub plans for any teacher.

Examples include, but are not limited to:

- A paraprofessional running or co-leading an advisory or study hall as temporary emergency supervisory duty - instructional hourly rate.
- A paraprofessional leading a classroom with a substitute teacher supervising while the classroom teacher does testing with students - instructional hourly rate.
- A paraprofessional chaperoning student rehearsal or performances - non-instructional hourly rate.
Substitute teaching: Support Staff can volunteer to substitute teach during their lunch period. Any Support Staff member substitute teaching shall be paid at $35 an hour rate of pay. Support Staff shall not substitute teach during times when they are already assigned to work with students.

Support Staff Scheduling: See Article 31 - Special Education Teachers for details on how paraprofessionals are assigned for the following school year.

Preparation Periods for Paraprofessionals: Dedicated preparation time for all Support Staff shall include a minimum of one (1) daily fifteen (15) minute period for data entry during the workday, excluding professional development and staff meeting times. This preparation period may be used for data entry for progress monitoring and for collaborating with classroom teachers and other PSRPs.

Special Education Staff Meetings: When directed by their supervisor, Paraprofessionals shall be included in special education staff meetings.

Paraprofessional Evaluation System: The Employer and the Union shall jointly develop a rubric and procedures for the performance evaluation of paraprofessionals.

Workspace: The Employer shall provide adequate workspace for all Support Staff appropriate to their job duties. The workspace shall include, at minimum, access to a desk, chair, secure space for personal belongings, access to a computer, working copiers, printers, and telephones.

Administration of Medication: No Support Staff shall be required to administer medication.

Accountability: 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.

Office Staff Working Conditions

Division of responsibilities:
1. Office staff members shall not perform any work not in conformity with applicable statutes, established guidelines and their job description.
2. At the conclusion of each semester, the Union committee members of the PSC will meet with office staff to discuss how responsibilities were divided over the course of the year and whether any changes are needed to balance responsibilities for the upcoming year.

Administration of Medication: No Office Staff member shall be required to administer medication.

Training: Upon request by Office Staff Members, they shall be provided the necessary training during a professional development day in the computer programs and other protocols and programs which are a necessary function of adequately fulfilling their job responsibilities.
**Professional Development:** The Employer and the Union recognize the value of professional development. Office Staff members shall be present at professional development as directed by their supervisor.

**Substitute Teaching:** No Office Staff member shall be required to substitute for a teacher.

**Responsibilities:**

1. Office Staff members shall not be responsible for the creation, or maintenance, nor the scheduling of: emergency plans, FIMS or drills,

2. Office Staff members 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 Staff member’s normal work duties. Office staff may apply for and receive a translator stipend, so long as they can fulfill the published requirements for the stipend without interfering with their fulfillment of professional responsibilities.

3. Office Staff may be required to wait with students who have not been picked up after school, events, and field trips and they will be paid their non-instructional rate for that time.

**Workspace:** All Office Staff members shall be provided a secure workspace. The Employer shall provide an adequate supply of locking file cabinets, manila folders, and organizational supplies to properly store all student records.
ARTICLE 44: ACADEMIC WORKDAY WORK YEAR

Work Year for Academic Instructional Staff and Student Support Services

Unless otherwise specified in this Agreement, the work year for returning bargaining unit members, except non-instructional staff, shall be one hundred eighty-nine (189) days, which shall consist of one hundred seventy-six (176) days of student attendance, thirteen (13) professional development/institute days. Report card pick up conference and records days shall be included in the thirteen (13) school-wide professional development days. New Academic Instructional and Student Services staff shall begin three (3) days prior to the returning Academic Instructional for a total of 192 days in the work year for new Academic Instructional and Student Services staff.

Bargaining unit members, except Non-Instructional Staff, shall receive no fewer than ten (10) workdays of winter break, no fewer than five (5) workdays of spring break, no fewer than three (3) workdays of Thanksgiving break, and no less than six (6) weeks of summer break.

In addition to the regular work year, Student Services Staff may volunteer to work additional days during the summer. Student Services staff shall be paid at their hourly rate, as defined in Article 41, Compensation.

The Employer may designate specific summer project opportunities for Academic Instructional Staff. The Employer shall offer the opportunity to all relevant bargaining unit members identifying the goals of the project, the expected product(s), and the number of hours available. Summer projects shall be strictly voluntary and paid hourly at the rate defined in Article 47, Academic Stipends.

Work year for Non-Instructional Staff: All Academic Non-Instructional Staff positions shall be fifty-two (52) week positions. Non-instructional staff shall receive no fewer than seven (7) calendar days of paid winter break (which shall be inclusive of Christmas Eve and Day and New Year’s Eve and Day), no fewer than three (3) days of paid spring break, no fewer than three (3) days of paid Thanksgiving break and at least one-week paid Summer Break (which shall include the Fourth of July).

New Member Professional Development:

Paraprofessionals hired prior to the start of the school year will receive at least one (1) day orientation/training at the beginning of employment.

All newly hired bargaining unit members who are Academic Instructional Staff hired after the start of the school year shall be provided a minimum of one (1) day of orientation prior to student instruction. No academic or conservatory instructional staff members shall be required to provide student instruction prior to having access to a staff email and student attendance systems. The
Employer shall make best efforts to provide digital copies of any active IEPs and/or 504 plans for all relevant students to instructional staff prior to the start of instruction.

**Lunch and Breaks:** For the 2023-2024 school year, there will be a continuous sixty (60) minute duty-free lunch three (3) days per week. Teachers shall be responsible for up to seventy-five (75) minutes of supervision, inclusive of hallway, open room, or club supervision. Supervision schedules shall be developed through the Professional Solutions Committee. These duties shall not include janitorial work or maintenance work. ChiArts will honor teacher preference in duty assignments to the extent it is administratively possible.

Bargaining unit members may be required to perform an additional 15 minutes of lunch supervision duties up to a maximum of ninety (90) minutes per week. Bargaining unit members who are required to perform additional lunch supervision duties will be paid at the non-instructional rate of pay. Duties will be assigned to volunteers first and thereafter assigned on a rotational basis. Any bargaining unit member with five (5) or six (6) classes will not be in the rotation for additional lunch duties beyond unless they volunteer.

If an academic bargaining unit member volunteers for a third day of lunch or club supervisions, they shall be allowed to leave at 1:00 p.m. or after the conclusion of any teaching or supervisory duties, whichever is later on Mondays or Fridays. If an academic bargaining unit member volunteers for a fourth or fifth day of lunch or club supervisions, they shall be allowed to leave at 1:00 p.m. or after the conclusion of any teaching or supervisory duties, whichever is later on Mondays and Fridays. In the event the Employer requires bargaining unit members who supervised three to five lunches during the week to attend professional development or meetings on a Monday or Friday they would otherwise be approved to leave early, they shall be paid their non-instructional rate for one (1) additional hour or be permitted to leave early on another mutually agreeable day.

For the 2024-2025 School Year and beyond, Teachers shall have daily a continuous forty (40) minute duty-free lunch period.

Student Services and Non-Instructional Office staff shall have at least a continuous sixty (60) minute duty-free lunch period, at a time approved by their supervisor between the hours of 10:00 a.m. to 3:00 p.m.

Student Services and Non-Instructional Staff shall not be required to supervise student lunch.

Supervision of a club shall not be required during the pendency of this agreement.
School Events:
Each school year, Academic Teaching Staff shall attend up to three (3) school events that occur outside of the Instructional Day. Examples of such events include but are not limited to back-to-school night, admissions events, and school dances. Academic Teaching Staff shall not be required to chaperone more than 1 school dance per school year.

Administration shall post (paper or electronically) all known events with dates and times noted at the beginning of the school year, to the extent known and with the understanding that dates may change or be added. Academic teaching staff shall self-select events on a first come, first-serve basis. If a member does not sign up for required events within 1 week, events may be assigned.

If an academic teaching staff member has an unavoidable family obligation or an unforeseeable and emergent situation that would prevent attendance at a scheduled event, exceptions to attendance or time of attendance may be made with Principal approval.

Academic teaching staff members may trade chaperone duties with each other as long as they notify their direct supervisor and the administrator in charge of the event and get approval of the trade in advance of the event.

Academic teaching staff members who receive a stipend for a school event cannot count participation in the event as one of their required events.

If chaperone duty assignments exceed three (3) hours per event per academic teaching staff, the employee shall be compensated at their non-instructional rate.

In the event that a pre-scheduled event is moved to a different day or an extended length of time, assigned staff who can no longer attend shall be given alternative duty options with a similar time requirement or they shall be exempted by their supervisor from the event requirement. The bargaining unit member shall assist in finding alternative coverage.

Each year, Office Staff shall be required to attend up to four (4) important school events that occur outside of the Standard Workday. Examples of such events include but are not limited to Back-to-School night, report card pickup nights, and registration events.

In order to be considered a pre-scheduled event, the name of event, date, and time of the events shall be communicated to the Office Staff no later than the end of the second week of the school year.

Where possible, any adjustments to events that Office Staff must attend shall be communicated at least a week in advance.

If an Office Staff member has an unavoidable family obligation or an unforeseeable and emergent situation that would prevent attendance at a pre-scheduled event, exceptions to attendance or time of attendance may be made with administrator approval.
In the event that an event is moved to a different day or an extended length of time or communicated after the end of the second week of the school year, it is no longer considered pre-scheduled. Office Staff who cannot attend shall be given alternative duty options with similar time requirement or they shall be exempted by their supervisor from the event requirement. These employees shall assist in finding alternative coverage for the event.

If chaperone duty assignments exceed three (3) hours per event, office staff employee shall be compensated at their hourly rate set in Article 41, Compensation.

**Standard Workday for Academic Instructional Staff and Student Service Staff:**

The standard workday for Academic Bargaining Unit Members shall be no more than seven (7) hours and fifteen (15) minutes, except as otherwise provided in this Article.

The workday shall include instruction during the Academic Instructional Day, duty-free lunch, 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.

The workday for Student Services Staff shall be staggered within each functional group to ensure that student support services are available throughout all hours of student instruction. Schedules shall be set in consultation with the relevant staff.

The standard workday on Professional Development Days for all Academic Bargaining Unit members, with the exception of the Report Card Pick up days, shall be from 9:00 a.m. to 3:00 p.m.

**Standard Workday for Office staff:** The normally scheduled workday for all office staff covered by the Agreement shall be eight (8) hours, staggered within a daily operational timeframe between 7:00 a.m. and 5:30 p.m.

The workday for Office Staff shall be staggered to ensure the office is staffed throughout all hours of student instruction. Schedules shall be set in consultation with the relevant staff. Their supervisor shall determine the final schedule.

The workday shall include all assigned duties, duty-free lunch, staff meetings, professional development, other administratively-directed meetings, and other duties as assigned by the Employer.
If office staff members are required to work irregular hours, which include Board meetings scheduled outside of their normal work hours, they shall be allowed to modify their regular schedule for that week such that the average day worked per week remains 8 hours, except where the bargaining unit member is paid to attend the Board meeting.

In the event that any office staff member's schedule exceeds forty (40) hours in a week, the office staff member shall be compensated time and a half of their hourly rate, or a stipend as otherwise set forth in this Agreement.

The standard workday during summer hours of operation shall be from 9 a.m. to 3 p.m. Summer hours begin on the Monday following the end of Quarter 4 and end on the Friday before the first staff attendance day.
ARTICLE 45: COUNSELORS

Number of High School Counselors: There shall be one full-time bargaining unit counselor for every 250 students or fraction thereof, i.e., if there are 251 students, the school shall have two school counselors. All counselor positions shall be full-time positions.

Beginning with the 2024-2025 school year, in the event that the Employer must temporarily exceed these limits, then each counselor will be paid $250 per week for every 50 students or fraction thereof exceeding these limits.

Responsibilities: In programming and directing the work of a counselor, a Principal shall assign duties to the counselor that are consistent with the recommendations of the American School Counselor Association. As such, in order to maximize counselor’s time working with their caseload, counselors shall not be required to act as advisors, exam proctors, hallway monitors, lunch monitors, or substitute teachers and shall not be assigned a study hall. The Employer shall not require counselors to perform case management responsibilities.

Workspace: Counselors shall be provided use, as needed, of a workspace where appropriate confidentiality can be maintained. Counselors shall have a “safe space” workspace for students and that office/space shall be separate from all ISS or discipline needs as much as possible.

Division of responsibilities: At the conclusion of each year or upon request, the Union committee members of the PSC will meet with counseling staff to discuss how responsibilities were divided over the course of the year and whether any changes are needed to balance responsibilities for the upcoming year. The Union members will submit a formal recommendation on behalf of the counseling staff, which will be subject to the recommendation process outlined in Article 15, Committees, on PSC.

1. There will be at least one counselor in the building during all hours of student instruction, in a staggered schedule designed by the counseling team.

2. No counselor shall be used as a supplemental administrator for discipline.

3. The counselor shall be provided time during the workday to collaborate with other educators, parents, and the community to support student achievement where appropriate.

Counselor Professional Development: A professional orientation meeting for counselors shall be held once each year during the regular school day. Management shall also conduct one annual staff development workshop for counselors and social workers to review the duties and responsibilities of counselors. School administrators shall schedule beginning of the year activities that require counselor involvement so that said activities do not prevent counselors from attending beginning of the school year all-staff orientation and professional development specific to counseling during the school day and year.
ARTICLE 46: SOCIAL WORKERS

Social Worker: In addition to staffing minimums set forth in Article 45 - Counselors, the Employer shall have at least one (1) full-time bargaining unit school social worker to serve the full student population by the beginning of the 2024-2025 school year. Once employed this provision will be applicable. The Employer may, as necessary, additionally use contract or agency social worker to meet IEP and 504 plan requirements.

Responsibilities: In programming and directing the work of a social worker, a Principal shall assign duties to the social worker that are consistent with the recommendations of the National Association of Social Workers or ISBE regulations. As such, in order to maximize social workers’ time working with their caseload, social workers will not be required to act as advisors, exam proctors, recess monitors, hallway monitors, lunch monitors, or substitute teachers and shall not be assigned an academic lab. The Employer shall not require social workers to serve as a substitute for the school case manager.

Workspace: Social workers shall be provided use, as needed, of a workspace where appropriate confidentiality can be maintained. The employer will make best efforts to ensure that the office/space shall be separate from all ISS or discipline needs.

Release Time: Social Workers shall be granted a minimum of eight (8) hours per month for IEP preparation or collaboration with general education peers focused on meeting the needs of students with IEPs. Release time may be incorporated into professional development time or by dividing the time into smaller increments during the instructional day (for example, early release days, time during staff development days, etc.).

Social Worker Orientation & Professional Development: A professional orientation meeting for social workers shall be held once each year during the regular school day. Management shall also conduct one annual staff development workshop for social workers to review the duties and responsibilities of social workers. School administrators shall schedule beginning of the year activities that require social worker involvement so that said activities do not prevent social workers from attending beginning of the school year all-staff orientation and professional development. Management shall provide social workers with release time for professional development from CPS specific to social work during the school day and year, as approved by the principal.
ARTICLE 47: NURSES

Nurse staffing: The Employer shall have the equivalent of at least one full-time nurse or healthcare assistant. This position shall qualify as a bargaining unit position. The Employer may, as necessary, additionally use contract or agency nurses to meet IEP and 504 plan requirements.

Workshops, Professional Development, and In-Service Meetings: Once a year, nurses shall be allowed to choose, with Principal approval, an on- or off-site workshop, professional development opportunity or in-service meetings in order to maintain school nursing licensure requirements, at no cost to the employee.

Supervision duties: Nurses will not be required to act as advisors, exam proctors, hallway monitors, or substitute teachers and shall not be assigned an academic lab.

Working Conditions: For the purposes of working conditions and pay scale, healthcare assistants shall be included in the category of Paraprofessionals as set forth in Article 43, Academic Working Conditions, Article 41, Compensation, and Article 44, Workday Work Year.

Workspace: The Employer shall provide adequate workspaces for all nurses, appropriate to their job duties, including an office where confidential meetings with students, students’ family members, and staff can take place. The workspace shall include, at minimum, access to a desk, chair, secure space for personal belongings, access to a computer or laptop, and telephones as applicable, locking cabinet for student medication, refrigerator for student medication, and locking filing cabinets for student medical records.

Special Education Services: The Employer shall comply with all federal, state, and local laws and regulations regarding nursing minutes for special education, including ensuring that all special education students’ Individual Education Plans and 504s are met.
ARTICLE 48: LUNCH AND HALL MONITORS

**Lunch Monitors:** The employer shall have designated staff to monitor students during lunch and transition periods between classrooms. Lunch and hallway monitors may perform other support staff duties throughout the instructional day when not assigned to lunch and hallway duty.

Lunch and hallway monitors shall not be case managers, counselors, and/or office coordinators/clerks.

Conservatory Instructional Staff members may volunteer to perform lunch supervision at the rate set in Article 28, School Wide Stipends.

Academic Instructional Staff members may volunteer to perform lunch supervision at the rate set in Article 28, School Wide Stipends, and in accordance with Article 44, Workday.
ARTICLE 49: ACADEMIC TEACHER EVALUATION

**Purpose:** The Employer and the Union agree with the following goals and purposes for teacher evaluation:

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

**Orientation:** Teachers shall be provided with an orientation session on the teacher evaluation rubric and the evaluation procedure during or before the first week of the school year prior to student attendance, but not later than the 5th day of student attendance, unless they are hired after the 5th day. Teachers hired after the first two weeks of the school year shall be provided with said orientation within the first week after their hiring and a copy of the teacher evaluation criteria and procedures shall be provided to every teacher. Special Education teachers and paraprofessionals should have special education specific orientation within the same deadlines.

**Evaluation Rubric:** Academic instructional staff’s professional practice shall be evaluated against the rubric attached in Appendix C. Changes to the rubric shall be made only by mutual agreement between the Employer and the Union.

**Academic Instructional Evaluation Procedures:**

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

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

**Formal Classroom Observations:** General education teachers will receive one formal classroom observation per evaluation cycle, lasting the entirety of a class period, and will have the option of requesting a second formal observation each evaluation cycle, provided such requests for a second observation must be submitted to the principal and assistant principal no later than the last March 1 of the evaluation cycle.

An academic bargaining unit member may request that a second formal observation be 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. Individuals who have not received a first formal observation will have priority over those requesting a second observation.
All special education teachers will receive one formal observation per evaluation cycle for thirty (30) minutes during an instructional or a co-taught class and one formal observation for thirty (30) minutes during study hall. In the event that a teacher has a self-contained instructional class, their formal evaluation may be conducted during that time upon mutual agreement between the teacher and the evaluator.

All formal classroom observations will be preceded by a pre-observation conference and followed by a post-observation conference. Formal observations shall take place no sooner than the fourth week of a semester, and no later than two weeks prior to student final examinations. Teachers shall choose the dates and class periods during which they are formally observed, unless they fail to meet the deadline to schedule the formal observation as established by the Employer each year.

**Pre- and Post-Observation Conferences:**

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

(b) Pre-observation conferences prior to a formal classroom observation are private, interactive discussions between the evaluator and the teacher at which lesson and unit plans, portfolios of student work, student issues, resource needs, and the teacher's identification of areas in which they wish to have focused feedback from the evaluator, and other professional practice issues identified by the teacher or evaluator will be discussed. Teachers shall complete a Pre-Observation Form in advance of their pre-observation conferences. Pre-Observation conferences must be scheduled with a minimum of two working days’ notice to provide teachers with the opportunity to complete the pre-observation form.

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

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

(e) In the event that a Pre- or Post-Observation Conference is scheduled by the Employer during lunch or after school, the bargaining unit member shall be compensated at their instructional rate of pay.

**Informal Classroom Observations:** The principal or assistant principal may additionally conduct as many informal classroom observations as they deem necessary, without prior
notice to the teacher. Informal observations must last at least. The evaluator shall provide
the teacher with a copy of the evaluator’s observation notes no more than 48 hours after an
informal observation. Informal observations will not be scored.

**Evaluation Times:**
1. Formal observations shall not take place during student exams or assessments.
2. Formal observations shall not take place during the first or last two weeks of a semester.
   Classroom visits, aside from informal or formal evaluation, should not be used as part of
   the formal evaluation rating for Domains 2 and 3.
3. Evaluation observations must be done before end of the year summative conferences.

**Evaluation Cycles:** Teachers who have taught at least three (3) full school years at ChiArts
whose most recent summative rating is proficient or better shall be on biennial evaluation
cycles, such that they receive summative ratings every two (2) years. All other teachers shall
be on annual evaluation cycles, such that they receive summative ratings every year. The
Employer may informally observe an employee during an employee’s non-evaluation year. If,
during an informal observation in a teacher’s non-evaluation year, the evaluator observes
deficiencies in a teacher’s performance for Domains 2 and 3, the Employer will document the
observed deficiencies in writing and provide a copy to the employee. Observed deficiencies
must be based only on observable evidence, and a summary of any evidence obtained must be
included in writing. The Employer may request a follow up conversation and suggest
applicable appropriate professional development. 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. The
Employer may place the teacher on a remediation plan pursuant to this Article during an
employee’s non-evaluation year after a formal evaluation conducted in accordance with this
paragraph.

**Summative Rating:** At the end of their evaluation cycles, a summative evaluation rating for
each Academic teacher will be calculated based on the domain scores from their formal
observation(s). The Employer will provide teachers with their summative evaluation ratings
no later than their last official day of attendance. The summative evaluation rating shall be in
writing, include the dates of each of the observations and conferences, comments and
observation scores/feedback. The Academic teacher and the evaluator will sign and date the
summative rating document and the teacher will be provided with a hard copy and sent an
electronic copy. The academic teacher's signature indicates receipt of the document and not
necessarily agreement with its contents.

**Inability to Rate:** If the school fails to evaluate a teacher or member, their rating shall default
to their most recent summative rating, or a rating of “proficient”, whichever is higher.

**Remediation Plans for Unsatisfactory Performance:** A non-provisional teacher who
receives a summative rating of unsatisfactory will be placed on a remediation plan, developed
by the principal or assistant principal in consultation with the teacher.
Remediation plans will specifically identify, in writing, the areas for improvement with targeted outcomes and/or activities that must be completed in order to address such areas. The remediation period shall be ninety (90) school days, during which time the teacher will be formally observed at least twice.

If at the end of the remediation period the teacher does not meet the objectives set forth in the remediation plan, the academic teacher shall be deemed to have not remediated. At that point, the principal may choose to: (1) terminate the teacher or (2) extend the remediation plan period for the purpose of providing the teacher further opportunity to remediate prior to recommendation for termination.

The teacher evaluation process, and any employment decision related to teacher performance, shall be governed by this Article, not the procedures set forth in Article 6, Employee Discipline, governing progressive discipline.
ARTICLE 50: SUMMER SCHOOL

If Summer School is offered by the Employer, bargaining unit members shall be offered the opportunity to teach summer school for the complete summer term based on their seniority and qualifications. The agreement to take on a summer school class is voluntary on the part of the bargaining unit member. To the extent insufficient qualified unit members volunteer to work, the Employer may hire outside staff for this purpose.

The rate of pay for members shall be as stipulated per Article 42, Academic Stipends.

Workday length may be set by the Employer but must not exceed five (5) hours. Members shall be paid for all hours they are required to be at the workplace, with one start time and one end time per day.

Members teaching summer school shall continue to be accorded all rights detailed elsewhere in this agreement, including due process, grievance, but shall not be subject to the evaluation procedures found in Article 49, Academic Teacher Evaluation.
SECTION 3 ARTS

ARTICLE 51: CONSERVATORY PROVISIONAL PERIOD

Teaching Artists/Arts Teachers: The employment of Teaching Artists/Arts Teachers in their first year with the Employer shall be provisional, which means that, during this period they may be released from employment at the sole discretion of the Employer.

The employer will provide notice to provisional employees whose employment the employer has decided not to renew for the next following school year by June 1 each school year copying the Union.

Non-Instructional Arts Bargaining Unit Member: The employment of Non-Instructional Arts Bargaining Unit Member in their first 90 days of employment with the Employer shall be provisional, which means that, during this period, they may be released from employment at the sole discretion of the Employer.

Discussion with the Union and Employee: The Parties agree that prior to the written notification of provisional members’ release in the middle of the provisional period the Employer shall meet with the Union and Employee to discuss.
ARTICLE 52: CONSERVATORY CLASS SIZE

Programming for Conservatory Classes:

Creative Writing: In Creative Writing Conservatory program classes, the Employer shall not schedule more than 20 students in any classroom except as noted below.

Dance: In Dance Conservatory classes, the Employer shall not schedule more than 28 students in any classroom except as noted below.

Music: In Music Conservatory classes, the Employer shall not schedule more than 25 students in any classroom other than Technique or Ensemble classes except as noted below. For Choral Ensembles, the Employer shall not schedule more than 34 students. For Band and Orchestra, the employer shall not schedule more than 50 students.

Theatre: In Theatre Conservatory classes, the Employer shall not schedule more than 20 students in any classroom except as noted below.

Visual Arts: In Visual Arts conservatory classes, the Employer shall not schedule more than 20 students in any classroom except as noted below. Visual Arts Department will purchase the technology needed for the classes that require computers.

Joint-Class Occurrences: The class sizes above shall not apply to special joint-class occurrences. In the event of special joint-class occurrences, all teachers assigned to teach the adjourning classes must be present to supervise the students.

If on the tenth day of attendance each semester any class size exceeds the limits set above, the Employer shall transfer the excess students to another classroom or assign an additional instructor by the 20th day of attendance. Alternatively, the per student class overload rate below will be paid after the CPS 20th day count. This provision does not apply to in-class rehearsals.

Class size overload: In the event the instructional load maximum is exceeded, the Employer will have thirty (30) days to reassign students in order to comply with the load maximum or to assign another qualified staff member if the load cannot be reduced to the maximum under this Article. If compliance with the instructional load maximum cannot be met as described above, teachers shall be paid $10.00 per student per instructional day after the CPS 20th day count for every student beyond the class size limits established in this Article.
ARTICLE 53: CONSERVATORY SUBSTITUTE TEACHING

On-Call Status & Conservatory Instructional Staff: At the beginning of the 2023-24 school year, the Employer shall provide an opportunity for Conservatory Instructional Staff to opt-in to the Employer’s On-Call Sub list. The resulting spreadsheet shall be made public to the membership. Members shall submit their preference for two (2) on-call subs for each of their respective classes to their department head and department assistant. If they have no preference from the available pool of candidates, their department heads may choose on their behalf. A single class may have a minimum of 2 On-Call Subs; a Primary On-Call Sub and a Secondary On-Call Sub. Department heads shall notify teachers and their On-Call Subs upon approval before the first day of school or upon ratification of the Agreement.

On-Call status allows members to function as co-teachers, granting them access to all relevant teaching materials including but not limited to: co-teaching in PowerTeacher (or other Student Information System) with rosters access, gradebook access, and parent contact forms, co-teaching in Google Classroom, any relevant student discipline records, seating charts, curriculum, and lesson plans, etc. Each school year, members may accept up to 15 hours of on-call subbing inclusive of their teaching hours per week.

Should a member have sufficient expertise to substitute teach in a conservatory where they do not currently work, they shall communicate this to the appropriate department head to be added to the list for consideration.

Whenever possible, all Primary On-Call Substitutes shall be given at least two (2) weeks’ notice to confirm coverage for their co-taught class. On call substitutes will be paid a rate of $55 per hour.

Internal Substitute Teaching: Internal substitution is defined as one teacher covering a class or duty for another Bargaining Unit Member for a class in which they are not the on-call substitute. No Arts Bargaining Unit Member shall be required to perform internal substitution during a planning period or lunch; however, Bargaining Unit Members may volunteer to substitute for any period during which they are not already assigned a class. Whenever a Bargaining Unit Member is required or volunteers to perform internal substitution, in the arts they shall be compensated at fifty-dollars ($50) per hour. The Employer shall give teachers a 24-hour notice of substitution assignments whenever practicable. The parties agree that special education teachers will not be called upon for internal substitution.

Arts Bargaining Unit members may volunteer to substitute or Conservatory classes at the rate of $50 per hour if they are not the on-call sub for that class.

In the event an academic bargaining unit member substitutes for a conservatory class, they will be paid at the rate of $50 per hour

Academic instructional staff members may volunteer to substitute for a conservatory class if the member would otherwise be scheduled for self-directed prep time or outside work hours to be compensated an additional $50 per hour. In emergency situations, the Department Head or Artistic Director may request approval from the Principal or Assistant Principal for an Academic Teacher to substitute during the 2:00-3:00 hour when the teacher has a self-directed prep.
**External Substitute:** Each conservatory department head or assistant shall keep, maintain, and distribute an active list of external substitutes to which teachers may contribute. The list shall be organized by conservatory with sub-categories for each specialty area that the external substitutes may cover. In the event that the above two options for coverage are exhausted, the department head and/or assistant shall contact a member of the external substitute list. Whenever possible, they will be given 5 calendar days’ notice to cover the classes necessary.

**Emergency Substitute Teaching:** Emergency substitute teaching is defined as the period within 24 hours of a class period where all of the above methods of finding a substitute to cover a class has failed.

In the event that a teacher is covering up to thirty (30) minutes of another teacher’s class, or covers a consolidated class up to thirty (30) minutes, the covering teacher will be compensated at two times the instructional rate for all such minutes.

In the event that the employer could not secure a substitute to cover more than thirty (30) minutes of a class and must disperse students to a joint classroom, the employer will not disperse more than 50% of the class to any one teacher. Instructors shall receive a roster of the displaced students and lesson plans. Teachers will be compensated at 1.5 times the instructional rate for all such minutes pro-rata.

**General Rules and Provisions Surrounding Artist Leave and Substitute Teaching**

**Short-Term Artist Leave:** Conservatory Instructional staff is composed of working artists in the city of Chicago. In line with their title of teaching artist, instructional staff will be allowed to take leave for short-term gigs, defined as up to two weeks per school year total 10 calendar days. Where applicable, instructional staff may use their accrued personal time towards all Artist Leave. In the event that they have no more personal time available, Artist Leave will be unpaid.

Instructional staff opting to request Artist Professional Leave must notify and be approved by their department head at least two weeks in advance when possible before confirming with a substitute. Approval shall not be unreasonably withheld. Instructional staff members shall update the department head with a submission of sub plans and the confirmation status of their on-call substitutes 7 calendar days from their leave when possible.

**Long-Term Artist Leave:** Long-term artist leave (LTAL) is defined as leave where a teaching artist will be absent from work for more than 10 consecutive calendar days and up to one semester to work within their discipline (i.e., tours). Teaching artists are eligible for one LTAL every rolling 24-month period. Where applicable, instructional staff may use their accrued personal time towards all Artist Leave. In the event that they have no more personal time available, Long-Term Artist Leave will be unpaid. The eligibility and restrictions may be waived to grant LTAL in special circumstances if approved by the Artistic Director.

Eligibility:

- Employed at ChiArts for at least two (2) semesters. Exception: Arts teachers who have a commitment that would qualify as an Artist Leave activity upon hire, may keep that commitment without penalty.
● Has not taken a LTAL within the last rolling twenty-four (24) months

● No progressive discipline beyond first and second warning within the last twelve months (12),

All LTAL must be approved by Human Resources, the conservatory department head, and the Artistic Director. Approval will be based on the conservatory instructor meeting the eligibility requirements, whether other staff are already on a LTAL, and approval and ability to secure a long-term substitute who will provide expert and high-quality instruction in their assigned classes. Human Resources will keep records relating to LTAL.

To submit for LTAL, Conservatory Instructional Staff must submit:

● an offer letter from an appropriate organization or description of the work they will be undertaking,
● curriculum for their long-term substitute,
● confirmation of coverage from one of their On-Call Substitutes,
● 150 words of copy text about the artistic endeavor for the employers marketing purposes,
● a proposed return to work date.

Should LTAL be denied to a teaching artist, they shall receive a formal letter from the Employer of rejection which outlines reasons for their rejection. Conservatory instructional staff members may reopen the case by submitting a petition for review to the artistic director and/or Executive Director with their original materials along with a printed copy of their rejection letter. The petition will be heard and decided upon in a meeting which shall include, but is not limited to, the artistic director or their designee, the department head or their designee, and the member’s union representative or their designee.

When a conservatory instructional staff member is approved for Long-Term Artist Leave, they shall:

● Retain their rights as a bargaining unit member,
● Retain the right to their classes/working hours upon return,
● Schedule return with their department head as: mid-semester or next semester,

Conservatory instructional staff shall submit LTAL requests to their department head with a minimum of 30 days. Human Resources, Department heads, and Artistic Director have one (1) calendar week to respond to initial LTAL requests from the date of submission. Any petition hearing shall occur no later than two (2) weeks from their initial notice.

Prep-Time: In the case that a member from the conservatory instructional staff should choose to take a Short-Term Artist Leave, they maintain all rights to 3/4ths of their weekly prep time to design engaging sub plans, coordinate their leave with their department head(s), grade homework, along with all other duties outside of teaching. 1/4th of the prep time originally allocated to this class will be given to the substitute to take attendance, update the grade book, and coordinate class materials with the department head and the instructor on-leave. Artists who are on Long-Term Artist Leave cede the right to their prep-time over to their long-term sub after the first 3 days of their leave and will be granted 1 hour of prep time to prepare for reentry into a semester, as needed.
**Long-Term Substitutes (Direct Hire):** The parties agree that it is always preferable to hire employees into the bargaining unit position over using long-term substitute employees. The Employer will notify the Union upon request on a quarterly basis of which positions are currently filled by a long-term substitute. The Employer shall state the reasons the long-term substitute has become necessary when permitted by the bargaining unit member on leave. For any approved vacancy that remains filled with a long-term substitute, the Employer will continue to post the vacancy and apply the normal hiring process to the vacancy until it is either filled or the vacancy is eliminated.

Long-term conservatory substitutes who teach other courses during conservatory shall be given preference where feasible in the hiring process when vacancies occur. Should they not fill the vacant role permanently, long-term substitutes should be given 2 weeks’ notice of the end of the vacancy.

**Long-Term Substitutes as Bargaining Unit Members:** Any temporary employee or substitute teacher filling a job vacancy that has existed for more than sixty (60) calendar days shall be considered a bargaining unit member and will be eligible for all leaves and benefits afforded to bargaining unit members.
ARTICLE 54: CONSERVATORY COMPENSATION

Payroll Calendar: Bargaining unit members shall have their compensation disbursed on a payroll calendar in biweekly increments that is provided, in writing, to all members at the beginning of the school year. The yearly payroll calendar shall note when stipends will be paid out.

Conservatory Staff Compensation:

Definition of rates: All conservatory instructional staff, with the exception of Arts Assistants, shall receive compensation in the form of two (2) hourly rates not including any stipend they are duly owed: 1. A Conservatory Instructional hourly rate described herein and 2. A non-instructional hourly rate ($30/hour).

Starting Hourly Instructional Rates: Compensation shall start for new conservatory instructional staff at an hourly instructional rate outlined in Conservatory Arts Instructional Staff Salary Schedule in Table D below.

1. Returning after separation: In cases of a Conservatory Arts Staff member returning from a voluntary separation of employment from the Employer, said member shall be paid at least at the rate which the member was previously paid while employed, and additional years of experience shall be considered for higher rate of pay.

2. Initial Placement: Current Conservatory Arts Staff shall initially be placed on the Table D.

2022-2023 Except as noted below Salary Adjustments and Full Contract Term: All bargaining unit members whose salaries are adjusted upon the ratification of the Collective Bargaining Agreement (CBA) shall be compensated retroactively to the beginning of the school year 2022-23 school year by:

1. A 5% increase (representing a total of a 7% annual increase for 2022-2023 based on the previous 2% increase implemented in FY 2023);
2. 2023-2024 – a 3% annual increase;
3. 2024-2025 – a 3% annual increase; and
4. 2025-2026 – a 3% annual increase.

Non-Instructional Rate: The standard non-instructional rate for conservatory instructional staff shall be $30 per hour (including for mandated professional development).
Except as noted below, Conservatory Instructional Staff shall be compensated at the non-instructional rate of pay for all duties outside of leading lessons such as, but not limited to; chaperoning rehearsals, performances, and/or, staff meetings; and attendance at professional development and student activities.

**Prep Time:** Arts Instructors will receive 1 hour of prep time pay for every 4 hours of instructional time, at the non-instructional rate. For every hour of instructional time, members shall receive fifteen (15) minutes of paid prep time. Paid prep time shall be listed in Paycom and/or on the pay stub as a separate line item from non-instructional pay for members to track their prep pay accurately.

**Additional hourly rates:**

1. Auditions & Adjudication: $45 per hour
2. Arts Instructors Summer Camp: $50 per hour
3. Copy Editing: $40 per hour
4. Ballet Placement Teaching – Instructional rate

**Arts Assistants Hourly Rates:**

1. All Arts Assistants shall receive compensation in the form of an hourly rate of $30 per hour retroactively paid for the 2022-2023 school year. Future rates are included in Table B not including any stipends that are duly owed. This rate is separate from instructional minutes and correlating prep hours members log as instructional staff.
ARTICLE 55: CONSERVATORY STIPENDS

1. The Employer shall pay a stipend to any bargaining unit member who volunteers and is selected to perform duties in connection with the Employer’s programming or in response to understaffing, 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 Administration with input from the Conservatory Professional Solutions Committee or as outlined below. The employer may establish duties, expectations, and responsibilities for the stipend positions. The Parties acknowledge that such duties may be assigned outside the workday or beyond the work year restrictions set forth in Article 57, Conservatory Workday Work Year. 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: (All stipends shall be paid prospective after ratification by both parties for 2023-2024 school year as follows.)

<table>
<thead>
<tr>
<th>Category</th>
<th>Staff Role</th>
<th>Duration</th>
<th>Stipend</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overload</td>
<td>Class Size Limit Exceeded</td>
<td>Per Day</td>
<td>$10 per student per class in excess of the class size limits set in Article 52, Conservatory Class Size.</td>
</tr>
<tr>
<td>Student Support</td>
<td>Interpretation – Requested/assigned by administration or arts leadership</td>
<td>Per Hour</td>
<td>$40</td>
</tr>
<tr>
<td>Certification</td>
<td>Academic Substitute Licensure Incentive for Conservatory Instructional Staff</td>
<td>One Time Bonus</td>
<td>$300</td>
</tr>
<tr>
<td>Summer</td>
<td>Summer School Camp Instructor</td>
<td>Per hour</td>
<td>$50 per hour</td>
</tr>
<tr>
<td>Summer</td>
<td>Summer Projects</td>
<td>Per Hour</td>
<td>Conservatory Non-instructional rate</td>
</tr>
<tr>
<td>Summer</td>
<td>Freshman Institute (Conservatory Staff)</td>
<td>Per hour</td>
<td>Conservatory instructional rate</td>
</tr>
<tr>
<td>Summer</td>
<td>Music Sight Reading Bootcamp</td>
<td>Per hour</td>
<td>Conservatory Instructional rate</td>
</tr>
<tr>
<td>Conservatory</td>
<td>Task Description</td>
<td>Pay Type</td>
<td>Pay Rate</td>
</tr>
<tr>
<td>------------------------------------------------------------------------------</td>
<td>----------------------------------------------------------------------------------</td>
<td>----------------</td>
<td>----------------</td>
</tr>
<tr>
<td>Conservatory</td>
<td>Teaching an Advisory or Study Hall</td>
<td>Per Hour</td>
<td>$35</td>
</tr>
<tr>
<td>Conservatory</td>
<td>Teaching an additional Conservatory course after the start of the course</td>
<td>Per Semester per course</td>
<td>3 hours of paid prep, at prep time rate</td>
</tr>
<tr>
<td>Conservatory</td>
<td>Chaperoning Arts Performances &amp; Rehearsals</td>
<td>Per hour</td>
<td>Non-instructional rate</td>
</tr>
<tr>
<td>Conservatory</td>
<td>Audition Adjudication</td>
<td>Per hour</td>
<td>$45(all hours scheduled, or all hours worked, whichever is greater)</td>
</tr>
<tr>
<td>Conservatory</td>
<td>Callback Teaching Session - depending on how dept auditions go</td>
<td>Per hour</td>
<td>Conservatory member’s Instructional rate (teaching responsibilities only)</td>
</tr>
<tr>
<td>Conservatory</td>
<td>New Curriculum Stipend</td>
<td>Per semester per new course</td>
<td>$300</td>
</tr>
<tr>
<td>Conservatory</td>
<td>ATLAS Stipend (for existing curriculum)</td>
<td>Per semester per course</td>
<td>$200 only applies to teacher taking on existent course for the first time or substantial revisions for an occurring course as approved and assigned by Department Head</td>
</tr>
<tr>
<td>Conservatory</td>
<td>Leading Staff Meetings</td>
<td>Per Meeting</td>
<td>Arts Assistant rate</td>
</tr>
<tr>
<td>Conservatory</td>
<td>Teacher of Record</td>
<td>Per Semester per course</td>
<td>$240</td>
</tr>
<tr>
<td>Conservatory</td>
<td>Overnight Trip Chaperone</td>
<td>Per day</td>
<td>$275</td>
</tr>
<tr>
<td>Creative Writing</td>
<td>Capstone reader</td>
<td>Per capstone</td>
<td>$100</td>
</tr>
<tr>
<td>Creative Writing</td>
<td>Spoken Word Teach Coach</td>
<td>Per Year</td>
<td>$1500</td>
</tr>
<tr>
<td>Conservatory</td>
<td>A Cappella Team Coach</td>
<td>Per Year</td>
<td>$1500</td>
</tr>
<tr>
<td>Conservatory</td>
<td>A Cappella Team Coach</td>
<td>Per Year</td>
<td>$1500</td>
</tr>
<tr>
<td>Creative Writing</td>
<td>Copy Editor</td>
<td>Per hour</td>
<td>$40 per hour</td>
</tr>
<tr>
<td>Visual Arts</td>
<td>Visual Arts Zine Production</td>
<td>Per year</td>
<td>$1200</td>
</tr>
<tr>
<td>Visual Arts</td>
<td>Artwork Documentation</td>
<td>Per hour</td>
<td>$50/hour</td>
</tr>
<tr>
<td>Theatre</td>
<td>August Wilson or Musical Theatre Competition Coaching</td>
<td>Per Hour</td>
<td>Conservatory member’s Instructional rate</td>
</tr>
<tr>
<td>---------------------------------</td>
<td>------------------------------------------------------</td>
<td>-------------</td>
<td>------------------------------------------</td>
</tr>
<tr>
<td>Non-Curricular Play, Musical</td>
<td>Director</td>
<td>Per Production</td>
<td>$2500</td>
</tr>
<tr>
<td>Non-Curricular Play, Musical</td>
<td>Costumer</td>
<td>Per Production</td>
<td>$1000</td>
</tr>
<tr>
<td>Non-Curricular Play, Musical</td>
<td>Set Designer</td>
<td>Per Production</td>
<td>$1000</td>
</tr>
<tr>
<td>Non-Curricular Play, Musical</td>
<td>Lighting Designer</td>
<td>Per Production</td>
<td>$1000</td>
</tr>
<tr>
<td>Non-Curricular Play, Musical</td>
<td>Sound Designer</td>
<td>Per Production</td>
<td>$1500</td>
</tr>
<tr>
<td>Non-Curricular Play, Musical</td>
<td>Intimacy/Fight Choreographer</td>
<td>Per Production</td>
<td>$1500</td>
</tr>
<tr>
<td>Non-Curricular Play, Musical</td>
<td>Dramaturge</td>
<td>Per Production</td>
<td>$1000</td>
</tr>
<tr>
<td>Non-Curricular Play</td>
<td>Production Stage Manager</td>
<td>Per Production</td>
<td>$1500</td>
</tr>
<tr>
<td>Non-Curricular Play</td>
<td>Musical Director/Conductor</td>
<td>Per Production</td>
<td>$2000</td>
</tr>
<tr>
<td>Non-Curricular Play</td>
<td>Movement/Choreographer</td>
<td>Per Production</td>
<td>$1500</td>
</tr>
<tr>
<td>Non-Curricular Musical</td>
<td>Choreographer</td>
<td>Per Production</td>
<td>$2000</td>
</tr>
<tr>
<td>Non-Curricular Musical</td>
<td>Music Director/Conductor</td>
<td>Per Production</td>
<td>$2500</td>
</tr>
<tr>
<td>Dance Showcase</td>
<td>In-House Choreographer</td>
<td>Per show</td>
<td>$1500</td>
</tr>
<tr>
<td>Dance Showcase</td>
<td>Dance Performance Assistant</td>
<td>Per show per person</td>
<td>$500</td>
</tr>
<tr>
<td>Music Performance</td>
<td>Curricular Conductor/Instructor (inclusive of any ensemble or technique teacher whose class is performing)</td>
<td>Per hour</td>
<td>One hour at instructional rate. Supervision is paid at non-instructional rate.</td>
</tr>
<tr>
<td>-------------------</td>
<td>-------------------------------------------------------------------------------------------------</td>
<td>---------</td>
<td>--------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Music Performance</td>
<td>IHSA Competition Coaching</td>
<td>Per hour, outside of teaching and prep hours</td>
<td>Conservatory member’s Instructional rate</td>
</tr>
</tbody>
</table>

2. Employees will receive confirmation of stipend assignments in writing via email.

3. The yearly payroll calendar shall note when semester and annual stipends will be paid out.

4. **Conservatory Stipend Opportunities:**

   4.1. Stipended opportunities will be posted internally for a period of 3 days before any external postings for outreach.

   4.2. **Leading meetings:** Should a conservatory instructional staff member who is not an Arts Assistant be assigned to present or lead a staff meeting and/or professional development, they shall receive additional compensation for their research, preparation and presentation as outlined in Article 55, Conservatory Stipends.

   4.3. **Covering Advisory or Study Hall:** If a conservatory instructional staff member who holds a valid ISBE substitute license agrees to teach a regularly scheduled academic advisory or academic study hall, such member shall be compensated at the rate specified in Article 55, Conservatory Stipends.

**Stipends Not Listed:** A Conservatory Arts staff member who volunteers to do additional work assigned and/or requested by the Employer, that is not listed in the stipend table above, shall be compensated at their non-instructional rate of pay per hour.
ARTICLE 56:  
CONSERVATORY INSTRUCTIONAL STAFF WORKING CONDITIONS

Conservatory Department Handbook: All conservatory department specific handbooks shall be updated annually and be made available before the summer session of new faculty orientation.

Late Pick Up: Conservatory Instructional Staff may be required to wait with students who have not been picked up after school, events, and field trips and they will be paid their non-instructional rate for that time.

Career development leaves of absence: Conservatory Instructional Staff may be granted time to develop their career in external professional development spaces during short term and long-term artist leave (see Article 53, Conservatory Substitute Teaching). Guidelines for Short Term and Long-Term Artist Leave apply.

Mailboxes: All Conservatory Instructional Staff members shall have access to their own mailbox.

Classroom assignments: Classroom assignments shall be determined and communicated one week in advance to facilitate classroom set-up and room-sharing norms amongst teachers. The employer shall use best efforts to give Conservatory Instructional Staff notice 48 hours in advance when a class or meeting needs to be moved to another space.

Arts Assistants: All Arts Assistants shall teach at least one Conservatory Instructional class per semester.

Transfer Students: The Employer shall create a system of support for students who transfer into Conservatory Instructional classes after the start of the class. Conservatory Instructional Staff shall receive one (1) hour of preparation time per week per student compensated at their non-instructional rate of pay per hour for two (2) instructional weeks. The Employer shall give Conservatory Instructional staff at least 24 hours’ notice of new students joining their class(es).

Calendar:
1. Any changes to events or showcases during the semester shall be communicated to the specific conservatory staff members within 48 hours of changes.

2. Any scheduled event that affects conservatory instructional time shall be communicated to all department staff with reminders one (1) month before the event, two (2) weeks before the event, one (1) week before the event, and one (1) day before the event in the form of a direct emails to conservatory instructional staff.

Budget: The Employer shall communicate conservatory budgets. The PSC may review the Conservatory budget at the end of each semester for the following semester and make recommendations to the Employer.

Supplies: Conservatory Instructional Staff shall have access to necessary supplies designated for specific conservatories as determined by the Department Head. Conservatory Instructors shall receive 2 weeks’ notice when the Employer is aware of the need to remove or transfer equipment.
from one department to another. If specific supplies are assigned to a class or a conservatory, they shall not be transferred without consultation from the affected teacher(s).

**Mirrors:** ChiArts is conducting an assessment on the feasibility of repairing and/or replacing existing mirrors. Based on the assessment, to the extent feasible, mirrors shall be replaced or repaired as specified on a yearly basis. To the extent feasible, Conservatory Instructional Dance teachers shall have daily access to mirrors in each dance studio.

**Technology:** The Employer shall update all technology as needed for preparation of the start of the school year. Visual Arts technology shall be prioritized for summer technology updates. The employer will make every effort to ensure VA tech is updated each year.

1. *Inspection throughout the school year:* Technologies allocated for conservatory use shall be inspected by the employer, per the master schedule, and then evaluated for classroom function, repair, and/or replacement in a joint meeting between conservatory department heads, assistants, and the technology coordinator.

2. *Requests throughout the school year:* Conservatory Department Heads and Assistants may submit requests for technology inspection, outside of the master calendar schedule. The Employer shall respond to such requests within 72 hours. The response may include an inspection by the employer, and an evaluation for classroom function, repair, and/or replacement in a joint meeting between conservatory department heads, assistants, and the technology coordinator.

**Contact Information:** Conservatory Instructional Staff shall receive contact information for all their students via Student Information System, and administration at the beginning of each semester. Any changes made to the contact information shall be updated within 72 hours of the change. The Employer shall maintain records and contact information for inactive teaching artists who are eligible to substitute teach that are accessible to current bargaining unit members.

**Notice of Adjustments to Conservatory Classes:** The Employer shall give three (3) weeks’ notice when leadership needs to take specific student groups or entire classes away from regularly scheduled classes. The Employer shall give three weeks’ notice to teachers who will need to dedicate their class time to prepare for connections week or other school events. The Employer shall give three weeks’ notice for field trips to all teachers. Exceptions to the three (3) week expectation are student arts opportunities that arise with less than three weeks’ notice.

**Biology Breaks:** Conservatory Instructional Staff members shall be given a five-minute break every 90 minutes or upon request as decided by departments in collaboration with faculty, Department Head, and Department Assistant. In the event arts department staff are unable to figure out a plan or identify coverage for a specific day, the Artistic Director or designee (i.e., security) will provide support for breaks as well. The Employer shall provide coverage for student supervision during breaks.
ARTICLE 57: CONSERVATORY WORKDAY WORK YEAR

Work Year for Conservatory Instructional Staff:
Unless otherwise specified in this Agreement, the work year for conservatory instructional staff shall be one hundred eighty-three (183) days coextensive with the one hundred seventy (170) days of Arts Instruction, 13 school wide professional development days of which six (6) are conservatory specific professional development days. New Conservatory Instructional staff shall begin three (3) days prior to the returning Conservatory Instructional Staff for a total of 186 days in the work year for new Conservatory Instructional staff.

In the event that any conservatory instructional staff member is scheduled to work on a weekend, the conservatory instructional staff member shall be compensated their non-instructional rate or a stipend.

The Employer may designate specific summer project opportunities for Conservatory Instructional Staff. The Employer shall offer the opportunity to all relevant bargaining unit members, identifying the goals of the project, the expected product(s), and the number of hours available. Summer projects shall be strictly voluntary and paid at the non-instructional rate.

Work year for Arts Assistants:

All Arts Assistant staff positions shall be fifty-two (52) week positions. The employer shall exert its best effort to staff all Arts Assistants as full-time positions.

All Arts Assistants shall receive an hourly rate for their time as arts assistant enumerated in Article 54, Conservatory Compensation, and shall hold all rights and benefits equal to their role as conservatory instructional staff, including: compensation for course preparation, design, and instruction; and expected compensation, PTO accrual, insurance and benefits throughout holiday and vacation periods.

During the summer, all full-time arts assistants shall work six (6) hours per day, Monday-Friday from 9am-3pm. The Department Head may have discretion to offer remote work for up to two days per week over the summer. When assigned by their Department Head, Arts Assistants may be permitted to attend professional development, concerts, festivals, etc. as part of their daily hours and compensated for their time.

Arts Assistants who volunteer to teach ChiArts summer camp and will be compensated at the rate outlined in Article 54, Conservatory Compensation. The hours Arts Assistants spend dedicated to the summer camp will be counted towards their daily six (6) hours. In the event that any Arts Assistant’s schedule exceeds forty (40) hours in a week, the Arts Assistant staff member shall be compensated time and a half of the administrative hourly rate outlined in Article 54, Conservatory Compensation, for all hours in excess of forty (40) hours in a week.

New Member Professional Development:
New bargaining unit members who are Conservatory Instructional Staff, Conservatory Support Staff, including any prior employees who were hired after January 1, may be asked to attend up to an additional three (3) Induction Professional Development Days. They shall be compensated at their non-instructional rate.

All newly hired bargaining unit members who are hired after the start of the school year shall be provided with a minimum of two (2) days of orientation prior to starting student instruction. No conservatory instructional staff members shall be required to provide student instruction prior to having access to a staff email, student attendance systems, and copies of any IEPs and/or 504 plans for all students on their roster.

**Standard Workday for Conservatory Instructional Staff and Conservatory Support Staff:**

The standard workday for conservatory instructional staff and conservatory support staff shall be no longer than eight (8) during the time period, from 9:00 a.m. to 10:00 p.m., except as otherwise provided in this Article.

The workday shall include instruction during the Arts Instructional Day, all assigned duties, transition times, staff meetings, professional development, other administratively-directed meetings, and other duties as assigned by the Employer and for Full-Time Arts Assistants, a duty-free lunch.

The employer shall maintain conservatory instructional programming from 2:00 p.m. to 5:00 p.m. on all student instructional days, with the exception of academic final exams.

Except for Arts Assistants, the standard workday on Professional Development Days for all Conservatory Bargaining Unit members, with the exception of Report Card Pick up days, shall be from 1:00 p.m. to 4:00 p.m. The employer shall compensate all Conservatory Instructional Staff and Arts Assistants the non-instructional rate for professional development.

When assigned arrival duty before a 2:00 pm class, supervision duty will begin no earlier than fifteen (15) minutes prior to the start of class and Conservatory Instructional Staff will be compensated at their non-instructional rate of pay.

**Arts Assistants:**

In combination with their instructional course load, professional development, and administrative work, full-time Arts Assistants shall be regularly scheduled for a minimum of thirty (30) hours in a week. Arts Assistants shall be allowed to request different scheduling to meet their multiple roles.

If Arts Assistants are required to work irregular hours, they shall be allowed to modify their regular non-instructional schedule for that week such that the average day worked for the week remains eight (8) hours.

In the event that any arts assistant’s schedule exceeds 40 hours in a week, the conservatory instructional staff member shall be compensated time and a half of the administrative hourly rate outlined in Article 54, Conservatory Compensation, for all hours in excess of 40 hours in a week.
Lunch and Breaks:

In the event a Conservatory Instructional Staff member is scheduled for at least six (6) hours within a single day, they shall have a paid continuous sixty (60) minute duty-free meal period, at a time of their choice.

All Conservatory Instructional Staff shall have a paid fifteen (15)-minute duty-free break for every two (2) hours worked in excess of eight (8) hours in a single day.

Other than field trips, Paid breaks and meals shall be duty free and shall not require student supervision.

Students shall be allowed to take in-person private lessons during their lunch period.

All conservatory instructional staff shall be paid the non-instructional rate to complete mandatory training.

Conservatory Instructional Staff:

Each school year, conservatory instructional staff shall be presented with a list of school events that occur outside the hours of the Conservatory day. Conservatory instructional staff may volunteer to chaperone or otherwise participate.

All conservatory instructional staff acting as a chaperone for events and field trips, shall be compensated at their non-instructional rate.

The Employer may designate specific opportunities for Conservatory Instructional Staff to adjudicate auditions. The Employer shall offer the opportunity to all relevant Conservatory Instructional staff first to volunteer to adjudicate auditions for a designated length of time on a specific day of the week. Staff will be paid at the adjudication rate for the full amount of hours originally scheduled, regardless of when auditions are completed.
ARTICLE 58: CONSERVATORY OBSERVATION

The parties agree that the expectation of all professionals should receive written feedback annually. Observation is an avenue to promote self-reflection, goal setting and performance improvement in a structured and formulated manner. Arts Bargaining Unit Members shall be observed annually for this purpose. The Employer and the Union shall jointly develop a rubric and procedures for the observation of Arts teachers in each conservatory. For SY23-24, each conservatory will be surveyed at the beginning of the school year for feedback to develop the rubric and procedures. At the end of each school year, each conservatory, during department PD, will provide feedback for any necessary modifications. The process of observational feedback will be annually finalized by both parties during a summer PSC session.
ARTICLE 59: SUMMER CAMP

If Summer Camp is offered in the school building, ChiArts will post the available positions internally before opening the opportunity to outside applicants. Conservatory bargaining unit members shall be offered the opportunity to teach summer camp for each session, based on their seniority and qualifications. The agreement to take on a summer camp session is voluntary on the part of the bargaining unit member.

The rate of pay for bargaining unit members shall be as stipulated per Article 55, Conservatory Stipends.

Members shall be paid for all hours they are required to be at the workplace for Summer Camp.

Members teaching summer camp shall continue to be accorded all rights detailed elsewhere in this agreement, including due process, grievance, but shall not be subject to the evaluation procedures found in Article 49, Academic Teacher Evaluation and Article 58, Observation.
## Academic Teachers and Student Services Staff

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**2022-2023**

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## Paraprofessionals and Testing Assistant and Healthcare Assistant
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### Paraprofessionals and Testing Assistant and Healthcare Assistant

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### Conservatory Arts Instructional Staff Starting Hourly Rate

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Chicago High School for the Arts
For the Employer:

Signed: ____________________________  BY: Kristina Boyer Brown

For the Union:
CTU President

SIGNED: ____________________________  BY: Stacy Davis Gates

CTU Charter Division Chair

SIGNED: ____________________________  BY: Jennifer Conant

CTU-USA Council Chair

SIGNED: ____________________________  BY: Megan Pietz

CTU-USA Bargaining Team:

Megan Pietz
Emily Maassen
Jennifer Peppers
Christian Helem
Jordyn Birden
Patrick Lentz
Kyle A. Cortes
Melissa Arning

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