Collective Bargaining Agreement

between

Chicago Teachers Union, Local 1, AFT-IFT, AFL-CIO

and

ASPIRA of Illinois, Inc.

2022-2026
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Article 1. Parties and Recognition

1.1. **Parties:** This Agreement is made and entered into by and between the Employer and the Union. The “Employer” shall be understood to be ASPIRA Inc of IL which, together with their managers, and administrative staff shall be referred to in this Agreement as "the Employer." The Union shall be understood to be the Chicago Teachers Union, Local 1, IFT-AFT/ AFL-CIO, the exclusive representative which together with its officers and representatives shall be referred to in this Agreement as the "Union".

1.2. **Recognition:** The Employer recognizes the Union as the exclusive collective bargaining representative of all full-time and part-time teachers, counselors, College and Career Counselors, Mentors, social workers, paraprofessionals, and credit recovery facilitators employed by ASPIRA at the ASPIRA Early College located at 3986 West Barry Avenue, Chicago, Illinois 60618, ASPIRA Business and Finance High School located at 2989 N. Milwaukee Ave., Chicago, Illinois 60618, Antonia Pantoja High School located at 3121 North Pulaski, Chicago, Illinois 60618, and the ASPIRA Haugan Middle School located at 3729 West Leland, Chicago, Illinois 60625, or any future location changes where bargaining unit employees are performing bargaining unit work, and any other campuses opened by ASPIRA, and excluding all confidential employees, managerial employees, and supervisors as defined by the National Labor Relations Act ("bargaining unit"). The parties recognize that the paraprofessionals, as bargaining unit members, have the same rights under this Agreement unless there is a specific exception for teachers/counselor/mentors/or paraprofessionals.

1.3. **Voluntary Recognition:** Upon ratification of this Agreement, ASPIRA will utilize a card check process to determine whether current underrepresented, non-supervisory, non-managerial, and non-confidential employees of the Employer are eligible to be added to the bargaining unit by showing majority support to be verified by a card check by an agreed upon neutral third party. Terms and conditions of their employment will then be negotiated with the Union upon request.

1.4. **Neutrality:** It is the policy of the Employer to support its employees’ legal right to freely choose to be represented by a union. Upon ratification of this Agreement, 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.

1.5. **Reclassifications and New Job Titles or Categories of Positions:** If the Employer reclassifies job titles or categories of positions or employs a new job title or category of position having a community of interest with employees in the existing bargaining unit, upon request by the Union, the employer will meet with the Union to discuss whether to add those positions in the existing bargaining unit. Employees in such new job title or
category of position shall be included within the existing bargaining unit, provided the parties agree to add the non-supervisory, non-managerial, and non-confidential employees to the bargaining unit. The Employer will not oppose any proceeding before an administrative tribunal to accrete such employees into the existing bargaining unit. In the event the positions are added to the existing bargaining unit, the parties shall negotiate the terms and conditions of employment for such new or reclassified title or category of position. 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 identical essential job duties under the prior title or position.
Article 2. Definitions and Employee Categories

2.1. The following definitions shall apply in this Agreement:

2.1.1. "Agreement" means this collective bargaining agreement.

2.1.2. "Bargaining Unit Member" means any employee of ASPIRA who is included in the Bargaining Unit certified by the Illinois Educational Labor Relations Board (the "Board") on June 1, 2010, or by the National Labor Relations Board thereafter, or by voluntary recognition of the Employer.

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

2.1.4. "Principal" or other title as determined by the Board means the administrative leader of each Campus, or his or her designee.

2.1.5. "Instructional Day(s)" means any day(s) students are present for Instruction.

2.1.6. "Early Release Day(s)" means any day(s) when students are released prior to the regular dismissal time.

2.1.7. "Parties" means the Union, Chicago Teacher Union, and the Employer, ASPIRA.

2.1.8. "Professional Development Day" means any day of service required of Bargaining Unit Members for development, preparation, planning, or other professional activity that is not an Instructional Day, as defined in this Agreement.

2.1.9. "Union" means the Chicago Teachers Union, Local 1, IFT-AFT/AFL-CIO.

2.1.10. "Prep" means the work required to prepare for a class that is unique in content or curriculum, including Honors/Advanced, Advanced Placement, Self-Contained (Direct Instruction), Bilingual courses, ESL courses, separate periods for ESL 1 and ESL 2, Remedial courses, and Academic/General Education classes are considered different “preps”.

2.1.11. “Post-Secondary” means education beyond high school, such as college, university, and the Quest Center.

2.2. The Employer recognizes the following categories of bargaining unit members: “Teaching Staff”, “Student Services Staff”, and “PSRPs”. “Instructional Staff” includes Teaching Staff, Student Services Staff, and PSRPs.

2.2.1. The Employer recognizes the following classifications under Teaching Staff:
a. “Teacher” is defined as an individual who meets the minimum qualifications for teacher and whose primary duties and responsibilities are to educate and supervise ASPIRA's scholars and perform other related duties listed in the job description.

2.2.2. The Employer recognizes the following classifications under Student Services Staff:

a. “Counselor” is defined as 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.

b. “Mentor” is defined as an individual who meets the minimum qualifications for “mentor” and whose primary duties and responsibilities are to provide direct support services to ASPIRA scholars to enhance learning experience and motivate scholars to pursue college or vocational training and graduate successfully.

c. “Social Worker” means trained mental health professionals with a degree in social work who provide services related to a student's social, emotional, and life adjustment to school and/or society. School Social Workers are the link between the home, school, and community in providing direct as well as indirect services to students and families to promote and support students' academic and social success.

2.2.3. The Employer recognizes the following classifications under PSRPs:

a. “Paraprofessional” is defined as an individual who meets the minimum qualifications for “Teacher Assistant”, “ELL Paraprofessional”, or “Special Education Paraprofessional” whose primary duties and responsibilities are to assist teachers in the classroom with instruction.

b. “Pantoja Credit Recovery Coordinator” is defined as an individual who meets the minimum qualifications for “Pantoja Credit Recovery Coordinator” whose primary duties and responsibilities are to supervise and support students who are engaged in online credit recovery classes.
Article 3. Non-Discrimination

3.1. In the application of provision of this Agreement or Employer regulations and policies affecting terms and conditions of employment, there shall be no discrimination or retaliation by the Employer in its recruitment programs, hiring practices, dismissal procedures, or in any other relationship or practice on the basis of race, creed, color, age, sex, national origin, marital status, veteran status, disability, sexual orientation, gender identity or expression, civil union status, domestic partnership status, parental status, immigration status, 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, 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.

3.2. The Employer will comply with all the applicable employment discrimination laws and will maintain a comprehensive process to investigate complaints and concerns regarding discrimination and retaliation. However, nothing in this Article shall constitute a waiver of a bargaining unit employee’s rights to bring a discrimination claim to an appropriate government agency, or in a court of competent jurisdiction.
Article 4. Union Rights

4.1. Union Communication (Bulletin Boards, E-mail Accounts and Mailboxes):

4.1.1. Authorized agents of the Union can provide materials to Bargaining Unit Members via their employee email or mailboxes. The Employer agrees to designate a bulletin board in the employee lounge for the Union’s use for official union business, provided that any materials posted shall be subject to the Employer’s general policies (such as those related to non-discrimination, non-harassment, non-disparagement and decorum).

   a. Copy machines: The Union Delegate and/or Building Representative may reasonably utilize copy machines and printers as necessary to help administer this contract (i.e., preparing for grievance meetings) and comply with the Employer’s copy machine policy.

4.2. Union 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. Consistent with these principles, the Employer agrees to grant Union representatives access to its workplaces and facilities and the Union agrees to follow the Employer’s visitor policies and procedures, including providing twenty-four hour notification, if possible, and obtaining permission from the Principal (or designee) for any visit to an ASPIRA Campus; in return, The Employer agrees that authorized agents of the Union shall not be denied access to any school when a Bargaining Unit Member has a right to Weingarten representation.

   4.2.1. Authorized agents of the Union may not be denied access to the School outside of the work day, as long as it is within the hours that the School building is open to bargaining unit staff provided the Union provides the Employer 24-hour advanced notice, if possible, and obtains approval for an appropriate space on campus. Union access as described herein shall comport with the policies and procedures set forth in ASPIRA’s Employee Handbook, including its safety policies and procedures.

   4.2.2. Union representatives may be permitted access to campus cafeterias, teacher lounges, break rooms, or similar spaces when students are not present, provided the Union follows the Employer’s visitor policies. The Employer shall no conduct surveillance of Union representatives.

   4.2.3. Union representatives may access to exterior areas such as parking lots and areas near entrances to the Employer’s buildings, provided they are not permitted to block access to the entrances of the Employer’s buildings.
4.3. Information Sharing:

4.3.1. **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 weekdays, unless request is expansive and an extension of said period is requested) from a request, absent a good faith reason for an extension of said time period.

4.3.2. **Board Meetings:** The meeting dates and times of regular or special meetings of the Employer’s or the charter holder’s Board of Directors shall be shared electronically with the Union and bargaining unit members. Prior to each regular or special meeting of the Employer’s or the charter holder’s Board of Directors, the Board shall post online the public agenda for the meeting and to the extent they are available, copies of the proposed Board reports listed on the public agenda and send the same to the Union. In the event of any modifications and/or additions to the Board calendar, the Union will be notified within twenty-four (24) hours via email. If the Board meeting occurs during work hours, one representative from the Union from each school shall be granted release time, without loss of pay, for travel and attendance at the meeting.

4.3.3. **Budgets and Financial Statements:** The Employer shall share electronically the Employer’s annual budget and year-end financial statements upon request by the union after they are approved by the Board of Directors.

4.3.4. **Bargaining Unit Member Records:** The Employer shall provide the Union’s Financial Secretary, Union Field Rep, 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 in PAC payments collected, pay date, pay period, annual salary, full-time or part-time with FTE equivalence, and effective hire date.

4.3.5. **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, campus (if relevant), 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.
4.4. **New Employee Union Orientation**: The Union shall be allowed 60 minutes to meet with new employees before or at the start of the first semester for the purpose of presenting information about the Union at a mutually agreeable time. For employees hired during the semester, the Employer will schedule 60 minutes of mutually agreed upon meeting time during the semester in which new members are hired for the new employee(s) and the Union to meet during the work day. This meeting should not disrupt the learning environment. There shall be no loss of pay for any participating employees. Meeting time under this section will not count towards reserved meeting time under Article 4.5. All new employees eligible for representation by the Union shall be provided a communication from the Union, along with a union dues card, at the time of their onboarding. The Union shall be responsible for the collection of union dues cards from new employees.

4.5. **Union Meetings**:

4.5.1. **School Meetings**: The Union shall be allowed to meet for up to thirty (30) minutes six (6) times per year for each school for a Union meeting to be held during the regular workday. The Union shall give the Employer at least five school days’ advance notice to the best of the Union’s ability before each meeting.

4.5.2. **Full day Network Professional Development Days**: The Union shall be allowed to meet for up to 45 minutes during up to three (3) network-wide professional development days at a mutually agreed upon time during which all bargaining unit members are released from work duties to attend. The meeting will not occur during lunch.

4.6. **Union Release Time**:

4.6.1. **Long-term Union Release**: The Union may designate up to two (2) bargaining unit employees, provided both are not from the same campus for full-time or half-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.

4.6.2. **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 cost of that coverage. Upon the completion of full-time Union release time, the employee shall return to an equivalent position, based on seniority, in the area of their certification or the type of work they were engaged in before taking Union release.

4.6.3. **Short Term Union Release**: A total of eight (8) days shall be available to be divided amongst bargaining unit members at the Union’s discretion to perform
Union business. The Union shall provide the Employer with forty-eight (48) hours’ advance notice when using Union release time under this Article.

4.6.4. Additionally, The Union may purchase from the Employer a number of Union release days not to exceed twenty-five (25). 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. The Union shall provide the Employer with seventy-two (72) hours’ advance notice when using Union release time under this Article.

4.6.5. 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.

4.7. Dues and PAC Checkoff:

4.7.1. 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.

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

4.7.3. 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) as the bargaining unit employee’s voluntary contribution to said Fund.

4.7.4. 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.

4.7.5. 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 5. Management Rights

5.1. The Employer retains all powers and authority to direct, manage and control the Campuses, except to the extent that any such power or authority is expressly contrary to any provision of this Agreement or applicable law. 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, promote, demote, transfer, layoff and recall bargaining employees, except to the extent limited by this agreement;

c) To promulgate or modify reasonable work rules, policies, procedures, standards, and regulations;

d) To determine the Employer's and each Campus' mission, goals, program and curriculum design and methodologies of teaching and assessment for fulfilling them;

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

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

g) To determine staffing patterns and design, including, as necessary, any decision to lay off or reduce its workforce, except to the extent limited by this agreement or the law;

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

i) To operate the school, including moving or modifying facilities;

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

k) To contract with any third party for one or more services otherwise performed by Bargaining Unit Members including, without limitation, the procedures for obtaining such contract and the identity of the third party, but not for the purpose of replacing a position held by an existing Bargaining Unit Member.
l) To determine class size, class staffing and assignment, class schedules, academic calendar year, hours and places of instruction, student assessment policies; 

m) 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 

n) 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). 

5.2. The Employer shall have the right to make or change and enforce any reasonable work rule, policy or practice not inconsistent with this Agreement. Any dispute raised by the Union about whether any such rule is inconsistent with this Agreement may be challenged by the Union under Article 8, Grievance, of this Agreement. 

5.3. The Employer retains its right to amend, modify or rescind any work rule, policy and practice referred to in this Agreement in cases of an emergency (as such is deemed an emergency by the Employer in its reasonable exercise of judgment) when there is a clear and present danger to the safety of any student, Bargaining Unit Member or other person, or when failure to act would result in a violation of applicable law or possible cessation of operation of the School. If the modification results in a change to working conditions, and if requested by the Union, the Employer agrees to thereafter negotiate the modification in a timely manner.
Article 6. Committees

6.1. 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, by no later than September 30th of each academic year: Joint Labor-Management Committee and a campus Professional Solutions Committees.

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

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

6.4. The Union membership on each committee will be chosen by the Union. If at the request of the administration they meet outside of the regular school year or workday, union committee members will receive a stipend as identified in Article 17. The Employer will appoint its members. There shall be at least one member of each Committee and subcommittee who has a current ISBE administrative endorsement.

6.5. Joint Labor-Management Committee (LMC): A Joint Labor-Management Committee shall be established to confer and attempt to resolve disputes or problems that have not been resolved at the school level or that affect two or more schools.

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

6.5.2. The Joint Labor-Management Committee shall be established for the purposes of meeting to confer about issues including but not limited to:

a. Terms and conditions of employment;

b. Waiver of any of the terms and conditions of employment set forth in this Agreement;

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

d. Workplace policies, procedures;
e. The delivery of academic programming and related services at two (2) or more campuses operated by the Employer, including joint commitments of the Parties to support and implement practices or policies improving the delivery of special education and diverse learner services;

f. Issues related to bargaining unit member evaluations;

g. Any and all working conditions;

h. Accurate pay and benefits;

i. Health and Safety; and

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

6.5.3. The CEO or designee shall be the final decision-makers at the Joint Labor-Management Committee.

6.5.4. Union members of any Joint LMC subcommittee will be chosen by the Union and will not exceed six (6).

6.6. **Campus Professional Solutions Committee**: Each campus shall establish a campus Professional Solutions Committee. The Professional Solutions Committee is intended to be decision-making in nature in which every member has a voice.

6.6.1. **PSC Membership**: Membership of each Professional Solutions Committee shall be composed of representatives of the Employer and the Union. For the Union, in addition to the Union building Delegates(s), no fewer than three (3) and not more than six (6) union members who are employed at the campus will be chosen by the Union to serve on the PSC. For the Employer, the Principal (or a designee with decision-making power) and up to three additional members of the campus leadership team will serve on the PSC. The Principal and the Union building delegate(s) shall serve as Co-Chairs of the Professional Solutions Committee. Where there is not a Union building delegate or at the existing building delegate’s request, the council chair or their designee may lead a campus Professional Solutions Committee. In the event a campus does not have a Professional Solutions Committee with Union members, Union officers may appoint temporary acting members to serve on the Professional Solutions Committee.

6.6.2. Except for emergencies, In the event that the Principal, Assistant Principal, or designee cannot be present for the meeting, they will give at least 24 hours’ notice and the meeting will be rescheduled at a mutually agreeable time.
6.6.3. **PSC Recommendations:** The Professional Solutions Committee may make recommendations to the Employer.

6.6.4. **Campus Culture survey:** The Administration along with the Union members of the PSC may create an anonymous survey of their campus to provide feedback on the campus culture and professional development. The results of the survey will be reviewed by the PSC for the purpose of improving the school for both students and staff.

6.6.5. **PSC Topics and Subcommittees:** Each campus PSC shall make recommendations on the following topics, or may elect to have any of the following subcommittees:

- Schedule (Daily, Weekly, Preps, MAPS, waivers, etc.);
- Campus-based issues (operations, etc.);
- Safety (implementation of safety plan, etc.) as outlined in Article 12;
- Restorative Justice and Discipline (Truancy, attendance, discipline, restorative practices, etc.);
- Professional Development (schedule, calendar, and content, including training for sanctuary schools, etc.) as outlined in Article 23.
- Contract Administration;
- Board-approved CPS Budgets;
- Diversity & Inclusion, outlined in Article 35;
- Course Offerings and Curriculum;
- Culturally Relevant Education, outlined in Article 34;
- Grading Policies and Assessments;
- Final approved SPED and Bilingual Scheduling and Compliance, outlined in Articles 25 and 26.

6.6.6. Union members of any of the above subcommittees are chosen by the Union. Recommendations from subcommittees will be made to the Professional Solutions committee for formal recommendations.

6.7. **Bilingual Education Committee:** A standing Bilingual Education committee, chaired by the school’s ELPT, will be created to monitor progress on recommendations to increase EL
students’ access to quality instruction and services. The Bilingual Education Committee shall be afforded at least one administratively directed period per month during non-instructional time. They will meet in the first four weeks of school to look over class rosters to ensure appropriate placement of students and adequate push-in staffing.

6.8. **Participation in Hiring and Selection Process for School Admin:** For the purposes of the hiring selection process for school-based administration, the Employer shall offer three bargaining unit members at the school the opportunity to review writing samples, or review resumes, and to interview prospective candidates during non-instructional time. The Employer shall collaborate with the school delegate to select the bargaining unit members who volunteer to participate in the interviews and selection process. The Employer shall consider the bargaining unit members’ hiring recommendations and feedback for the vacant school based administrative positions. The Network Administration shall have the final determination on the hiring decision.

6.9. **Hiring Review Committee for Bargaining Unit positions:**

6.9.1. A hiring committee shall be formed for all bargaining unit vacancies. There will be a permanent Union co-chair, appointed by the Union. The union co-chair may select a designee to serve in their place temporarily. The other co-chair will be appointed by the Employer.

6.9.2. All other positions/members of the committee will be ad-hoc. At least two union members may volunteer to participate in hiring committees. School specific hiring practices, such as entire departments participating in hiring activities, shall be maintained.

6.9.3. Union members shall make up a majority of the members of the committee. In the event that there are not enough union member volunteers to reach a majority of the committee members within three business days of the request, the committee may proceed without a majority of committee members being union members.

6.9.4. The committee will be involved in the hiring process as noted below, which will be, in this order:

   a. Reviewing resumes;

   b. Recommending candidates for interviews within the time frame established by Human Resources; and

   c. Recommend skill sets for candidate consideration.

   d. Making recommendations to the Employer.

6.9.5. Final hiring decisions will be communicated to staff.
Article 7. Provisional Period

7.1. **Provisional Period**: Bargaining Unit Members in their first school year of employment with the Employer shall be provisional, and they may be released from employment without cause and in the sole discretion of the Employer during this Provisional Period.

7.2. **Extension**: The provisional period may be extended once for one school year based on the employee’s evaluation recommendation, or if the person was hired after January 1st. In the event the Employer determines that it is appropriate to extend an employee’s provisional period for one additional school year, it shall provide the Instructional Staff member and the Union with the written basis for that decision by May 15.

7.3. **Non-Renewal**: Written notice of non-renewal shall be provided to provisional employees hired before January 1 no later than May 15. Written notice of non-renewal will be provided to the Union no later than May 5. A provisional Instructional Staff member shall only be released after May 15 due to a reduction in staffing and will be considered a layoff and Article 43 will apply.

7.4. **Discussion with the Union**: The parties agree that, prior to taking any action with regard to provisional employees, the Employer will advise the Union of all proposed actions.

7.5. **Protections for Provisional Bargaining Unit Members**:

7.5.1. Except as provided in this Article and the disciplinary provisions of this Agreement, 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 of said rights and benefits or for engaging in union activity.

7.5.2. Provisional members who are released from employment at the end of their provisional period may elect to receive summer pay and benefits at least through the last summer payment, i.e., through the last paycheck for that school year, or in one final payout made at the conclusion of their employment.
Article 8. Grievance

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

8.2. **Definition of a Grievance:** A grievance is a complaint that there has been a violation, misinterpretation or misapplication of any provisions of the Agreement, a policy, or clearly established and proven practice.

8.3. **Representation:** Bargaining unit members shall have the right to Union representation at all stages of the grievance procedure. Bargaining unit members shall also have the right to file their own grievances which may not be brought to arbitration. Individual grievances may be resolved with the Employer, provided (a) the resolution shall not be inconsistent with the labor contract or any other collectively bargained agreement between the Union and the Employer then in effect; (b) the Union shall receive copies of all documents exchanged during the processing of the grievance; and (c) the Union has had the opportunity to be present at any meeting where a resolution to the grievance is discussed. Further, only the Union may appeal a grievance to arbitration at Step 3.

8.4. **Informal Resolution:** The Parties prioritize the resolution of conflict in an informal, collaborative, and expedited manner. Accordingly, the Parties shall make a good-faith effort to resolve any conflict in an informal manner through discussions between the employee(s) and/or union designee with the appropriate member of the administration. However, nothing in this Section shall delay the time limit for filing or appealing a grievance as set forth in the Sections below.

8.5. **Step 1 - Initial Grievance:** If a bargaining unit member has a Grievance, it should be directed, in writing, to their Campus Principal or designee within fifty (50) days, excluding intersessions, of the incident giving rise to the grievance or within fifty (50) days, excluding intersessions, of the date the grievance should reasonably have known of such occurrence. The grievant and their Campus Principal or designee shall make a good-faith effort to resolve the grievance before its escalation to another step. At minimum, a conference shall take place within seven (7) working days of the grievance being brought to the attention of the Campus Principal or designee. Within five (5) working days of the conference, the Campus Principal must inform the grievant of their decision in writing. Grievances involving discipline issued by an employee’s Campus Principal may be initiated directly at Step 2 of this Grievance Procedure.

8.6. **Step 2 – Appeal:** If the grievant is not satisfied with the Campus Principal’s decision, they may appeal the Grievance in writing with the Grievance Review Committee (“Committee”) within thirty (30) days, excluding intersessions, of the written Step 1 decision. Grievances involving discipline that are initiated directly at Step 2 must be submitted in writing with the Committee within ten (10) days of the discipline being issued. The Committee is composed of three members of the management team as appointed by
the ASPIRA CEO. If the employee filing the grievance works under the direction of a member of the Committee, that member will not participate in the grievance review. The Grievance must be specific, detailed and in writing. The Committee may request interviews of other individuals at its discretion. The Committee shall not disclose confidential information during the course of the interviews. A Committee meeting (a “Step 2 meeting”) shall take place within twenty (20) days, excluding intersessions, of the Grievance being filed, barring unusual scheduling circumstances. The Committee will set the date and time for the meeting and notify the grievant(s) and Union of the scheduled meeting in writing at least ten (10) days, excluding intersessions, in advance of the meeting. The Union may request that the meeting take place at a different date or time and such requests will not be unreasonably denied. Employees and the Union may attend this meeting telephonically or virtually provided they notify the Committee of their intent to attend telephonically or virtually a minimum of twenty-four (24) hours in advance. A written decision detailing the Committee’s disposition of the situation shall be returned to the Bargaining Unit Member within ten (10) days of the Step 2 meeting.

8.7. **Step 3 – Arbitration:** If the grievance is not resolved at Step 2, the Union shall notify the Employer in writing of its demand for arbitration within thirty (30) calendar days after receipt of the CEO’s or their designee’s, written response at Step 2. The Parties shall attempt to 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. 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 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 cost for their copy, but both Parties shall share the cost of a copy for the arbitrator. The arbitrator shall not have any authority to add to, detract from, or in any way alter the provisions of this Agreement or make a new agreement.

8.8. **Time Limits:** If the grievance is not brought within the specified time limit period, the Grievance is considered waived, unless a time limit extension is agreed to in writing by the grievant and principal or designee.

8.9. **Investigation of Grievances:** The Employer shall allow the Union delegate or their designee a reasonable period of time during the school day during non-instructional time with principal approval, without loss of pay, to investigate grievances. The Council Chair or their designee shall be accorded all the rights of the Union delegate in any school, provided the Council Chair follows the appropriate visitor policy and the meeting takes place during non-instructional time. Time allowed shall be confined to investigating grievances that have been brought to the Employer’s attention.
8.10. **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 agreement between the Parties.
Article 9. Discipline

9.1. Following completion of the Provisional Period, the Employer shall have the right to discharge or discipline any Bargaining Unit Member for just cause. When such is the case, discipline shall be appropriate under the facts and circumstances of each particular incident which may include, depending on the seriousness of the offense and other circumstances, discharge or any one or more of the following progressive steps of discipline:

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

9.3. Disciplinary Steps: Generally, discipline shall be progressive in nature, shall apply to same or similar acts of misconduct, and shall follow these progressive steps:

   a. **Step One**: First Written Warning
   b. **Step Two**: Written Warning Written Warning
   c. **Step Three**: Final Written Warning
   d. **Step Four**: Dismissal

Except for incidents of severe misconduct that warrant immediate removal, 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.

9.4. A copy of formal discipline documents for each bargaining unit employee will be provided to the Union Field Representative and Union Building Representative within three business days of being issued to the employee.

9.5. Serious Offenses: Where necessary for the safety of students and/or staff, bargaining unit members accused of serious offenses may be placed on paid administrative leave or reassigned with pay pending investigation. Investigations should ordinarily be completed within two weeks, but the Parties acknowledge that investigations into the conduct of bargaining unit members who have been placed on paid administrative leave or reassigned may take longer than two weeks depending upon the circumstances involved. If such extra time is required, the Employer shall notify the Union within two weeks of the start of the
investigation. In the event that the bargaining unit member who has been reassigned or placed on paid leave, 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.

9.6. **Any warning** or other disciplinary action taken under this Section must be in writing and include:

a. A section labeled “employee comments.”

b. A section labeled “next steps,” intended to contain remedial actions to improve the bargaining unit member’s conduct. The Employer has the final decision on the contents and implementation of the remedial actions, if necessary. The Employer shall make a good faith effort to implement such remedial actions.

9.7. **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 two (2) days’ 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, redacted as required by law or CPS policy, upon which the Employer may rely to support the allegation(s). Management will provide all available documents, redacted as required by law or CPS policy, related to the basis for discipline, prior to the pre-discipline meeting. The pre-discipline meeting can be rescheduled once at the request of either Party. Within fourteen (14) 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.

9.8. **Investigatory Interviews:** Management may conduct an investigatory interview of a bargaining unit member. Management will advise the interviewee of their right to have a union representative present.

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

9.10. **Professional Administration of Disciplinary Policies and Procedures:** In all steps of progressive discipline, all persons shall treat the others with dignity and respect. Any meeting held under this Article shall be made only in a place reasonably ensuring privacy. Principals, Assistant Principals, and other supervisory personnel shall not reprimand a bargaining unit member in the presence of his or her colleagues, students or parents, or
other bargaining unit members. Bargaining unit members facing reprimand may have a union representative be present.

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

9.12. **Handbook and Principal Training:** All evaluations and disciplinary action shall comport with the policies and procedures set forth in ASPIRA’s Employee Handbook except where the agreements herein describe otherwise. The Employer shall provide annual training on disciplinary procedure to campus principals no later than September 30th of each school year.

9.13. **Stale Discipline:** The Employer shall not rely on active employees’ records of disciplinary action for any labor relations purposes, nor shall such records be shown or indicated to principals, twelve (12) months after the issuance of the disciplinary action.
Article 10. Academic Freedom

10.1. It is the intent of the parties to assure that Instructional Staff enjoy academic freedom in the schools. Academic freedom shall mean that Instructional Staff are free to present instructional materials which are pertinent to the subject and level taught, within the outlines of appropriate course content and within the planned instructional program as determined by the Principal and campus Professional Solutions Committee provided that the Principal has the final authority to determine the appropriate instructional materials. Instructional staff shall be free to use their own materials and methods of instruction based on knowledge of students and area(s) of expertise, subject to principal review and provided it is in alignment with Network-approved curriculum maps, unit plans, and lesson plans. Instructional staff shall also have freedom to present instructional materials that can address or teach present social-emotional needs within their schools, classrooms, classes, or class periods within reasonable instructional time.

10.2. The Employer will have a centralized resource bank that staff, at their own discretion, may utilize to support their instruction. Staff will be responsible for putting their own materials into the bank they wish to share.

10.3. 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 and principal review and provided that it is in alignment with Network-approved curriculum maps, unit plans, and lesson plans.

10.4. The parties understand that provisional Instructional Staff may require more support. Should support be necessary, the Employer may recommend specific materials to aid in support and growth to be used by the Instructional Staff.
Article 11.   Intellectual Property

11.1.   Instructional Staff shall own and may use their own lesson plans, assessments, and instructional materials developed while employed by the Employer, without being deemed in violation of any employment agreement with the Employer. However, the parties agree that the Employer retains the right to maintain and use these materials after the employee leaves the Employer. When separation of employment occurs, for any reason, Instructional Staff shall be provided a reasonable period of time to access and collect any personal belongings and/or electronic files that the employee created or maintained. Separated employees who are unable to retrieve their own files shall have any paper files, computer files, and virtual/electronic files that are pertinent to lesson planning stored away until they can be retrieved, provided the paper files must be retrieved within three (3) months.
Article 12. Health and Safety

12.1. Environment: The Employer shall provide a safe and healthy work environment for all of its employees. The Employer shall use its best efforts to comply with all applicable Local, state and Federal rules regarding safe and health working conditions. Bargaining unit employees are expected to use good judgment and common sense in matters affecting health and safety to observe posted safety rules and to comply with all applicable safety regulations.

12.2. Annual Inspection: The Employer shall conduct safety inspections of each campus, in collaboration with the Union, on an annual basis, prior to the first day of student attendance, or at another mutually agreed-upon time. All inspections shall take place during employee non-work time.

12.3. Written Reports: Bargaining Unit Members are responsible for first reporting in writing to their Campus Principal, any allegedly unsafe circumstance, situation or event, including any injury, as soon as possible and then escalate from there if necessary. There shall be no reprisals for making a good-faith report in accordance with this Article.

12.4. Investigation: The Employer will investigate any reported unsafe, hazardous, unhealthy or potentially dangerous working condition and shall take necessary steps to have the condition remedied within 48 hours or a reasonable time period commensurate with the urgency of the situation and availability of necessary resources.

12.5. Assault or Battery: Bargaining Unit Members shall immediately report any instance of assault or battery suffered in connection with their employment to the Principal and may report to local law enforcement. Consistent with its legal obligations under applicable laws, the Employer shall comply with any reasonable request from the Bargaining Unit Member for information in its possession relating to the incident or persons involved and if applicable, shall act in appropriate ways as a liaison between the Bargaining Unit Member, local law enforcement and any court or agency.

Whenever a bargaining unit employee is involved in a school-related assault or battery case resulting in a court appearance by the employee, said employee shall inform the principal through a written notice stating the date, time and place of the scheduled court appearance. The employee shall not suffer a loss of any benefits or pay for such court appearances.

12.5.1. Special Leave Benefits for Victims of Assault or Battery: See Article 18, Healthcare and Insurance, for details on leave for victims of assault or battery.

12.6. Student Code of Conduct: To ensure the safety of all Bargaining Unit Members and students on its Campuses, the Professional Solutions Committee will review and recommend improvements to the CPS Student Code of Conduct. The Employer will provide Bargaining Unit Members access to, and publish to the ASPIRA website, the CPS Student Code of Conduct.
Code of conduct no later than 30 calendar days after the start of the school year or within 30 calendar days of hire for Members hired after the first day of the school year. The Employer shall provide the Union with written notification of any changes to the Student Code of Conduct.

12.7. **Code Enforcement:** The Employer shall enforce the CPS Student Code of Conduct as provided therein, including when a student threatens the safety of a Bargaining Unit Member. Principals shall make disciplinary records available to review in the Principal’s office at the request of bargaining unit employees who were threatened by the student.

12.8. **Information:** 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. All staff shall be informed of any known life-threatening occurrence (e.g., gunshots fired) in the vicinity of the school building as soon as is feasible.

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

12.9.1. **School Visitor Policy:** The Employer and Union shall jointly develop, distribute to bargaining unit employees, and 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.

12.9.2. **Building Access:** Bargaining unit members employees shall have access to the school building to which they are assigned from forty-five (45) minutes to an hour (1 hour), before the beginning of their work day until 5:00pm. Additional access is permitted at principal’s discretion. The building shall also be accessible to any bargaining unit members, who supervise students for extracurricular activities, sports and/or school events, preceding and following the supervised activity until all students are released. The Employer shall use its best efforts to ensure that all entry points of all its school buildings are secure.

12.9.3. **Emergency procedures:**

a. The Employer shall develop policies on fire safety, school lockdowns, school evacuations and first aid. Bargaining unit employees shall be trained on said policies prior to the first emergency drill and no later than the conclusion of the first quarter of each school year.

b. Emergency procedure signage shall be in English and Spanish.

c. Bargaining unit employees who are responsible for directly working with students who have documented 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.

12.9.4. **Doors and Locks:** The Employer shall ensure that all classroom entry points are lockable, and the teachers and other appropriate staff have a key. All classroom doors shall be lockable from the inside and outside of the classroom.

12.9.5. **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.

12.9.6. **Student Medications:** No bargaining unit member may be required by the Employer to provide or administer medication to students or be disciplined for the refusal to do so. The Employer shall be responsible for designating non-bargaining unit members to administer medication.

12.9.7. **Building Entry Points:** The Employer shall ensure that all entry points of all its school buildings are secure. At least two entrances should be accessible for students and staff using wheelchairs or other mobility aids.

12.9.8. **Windows:** All exterior classroom windows will be furnished with shades on the interior side of the window. The Employer will use its best efforts to ensure that all windows and window screens function appropriately and have functional shades.

12.9.9. **Disinfectant:** The Employer shall make disinfectant available within two school days upon request to all classrooms, offices, and all places where bargaining unit employees work.

12.9.10. **Hand sanitizer:** Every school building in which bargaining unit employees are working shall be supplied with hand sanitizer sufficient for employees, to use liberally while in the building. Hand sanitizer with at least 60 percent alcohol content will be available for use.

12.9.11. **Ventilation:**

a. **HEPA Air Purifiers:** The Employer shall make their best effort to provide HEPA Air Purifiers upon request for any classroom, any office with multiple individuals, and any counselor and social worker offices that do not have windows that open. The Employer will ensure filters are replaced as needed for Air Purifiers in use.

b. The Employer shall maintain the American Society of Heating, Refrigerating and Air-Conditioning Engineers’ guidelines for school buildings when students and/or staff are present in buildings. Classrooms and workspaces that do not meet
these standards shall not be used. The parties agree that these standards may vary with a change in humidity, temperature and/or other member modifications.

12.9.12. **Threat assessment team:** The ASPIRA Network will have a standing Threat Assessment Team per Illinois state law (School Safety Drill Act, 105 ILCS 128/1). The Threat Assessment team is made up of at least an administrator, teacher, counselor, school psychologist, school social worker, and a law enforcement official. The Threat Assessment Team will create and post publicly Threat Assessment Protocols, which shall be implemented at the school. Shutting down elevator access in active-shooter situations will be part of emergency plans. 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.

12.9.13. **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 a designated refrigerator and access to a sink.

12.9.14. **Bathrooms:** At least one bathroom at every school will be designated as a gender-neutral bathroom and will conform to gender-neutral design. 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.

12.10. **Safety Committee Coordination with Professional Solutions Committee:** The Professional Solutions Committee will serve as the safety committee for the purpose of identifying and rectifying issues that affect the safety of students and staff, including but not limited to monitoring and enforcing implementation of and compliance with COVID-19 and other safety measures. The Professional Solutions Committee will exist at each school. Issues not resolved at the school-level will be elevated to the Labor-Management Committee level. The Union and the Employer will create a safety checklist for the building committee’s use. Safety decisions made at the building-level Professional Solutions Committee will be made by a majority vote of committee members. The Committee will be comprised of the following:

1) The Principal;

2) The facilities manager or equivalent;

3) At least three, and no more than five, Union members as selected by the Union.
The union members of the Professional Solutions Committee or the principal may ask relevant staff to participate in a meeting in order to provide information and/or insight. These participants shall not be allowed to vote in meetings. The committee may invite outside experts.

12.11. **Safety Oversight of the Professional Solutions Committee:** The Professional Solutions Committee shall review safe practices, encourage and monitor compliance with the Employer’s and local city, state, and federal health and safety protocols as well as the checklist above.

12.11.1. Nothing in this Article alters or diminishes the parties’ rights under applicable law or the right to file grievances under this Agreement.

12.11.2. The PSC/Safety Committee shall have access to all information, not exempt from disclosure by law, pertaining to enforcement of this Agreement. The Committee will meet at least every other month, but any two members can call a meeting with 24 hours’ notice and will provide an agenda.

12.11.3. The Committee shall be co-chaired by the Principal and the Union’s designee.

12.11.4. Issues requiring immediate resolution should be raised and addressed with the principal immediately.

12.12. **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 13. Personnel File

13.1. The Employer agrees to comply with the provisions of the Illinois Personnel Records Review Act. A bargaining unit employee shall be provided a copy of or be given electronic access to any material that is to be placed in his or her official file, except that which is excluded from disclosure by Section 10 of the Illinois Personnel Record Review Act (820 ILCS 40/10). 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 or Director of Human Resources, or the equivalent, with said file being kept in the human resources office. Staff shall have the right to add explanatory material or corrective statements to their official personnel file, as allowed by law.

13.2. A bargaining unit employee shall be provided a copy of any material that is to be placed in their official file. The bargaining unit employee shall acknowledge that they have read such material by affixing their signature on the actual copy to be filed, with the understanding that such signature merely signifies that they have read the documents to be filed and does not necessarily indicate agreement with its content. Any information or material not maintained in the official personnel file shall not be admissible in any disciplinary proceeding against the bargaining unit employee.

13.3. Bargaining unit employees shall be permitted upon request to review their official personnel file, make copies without charge, and exercise other rights as otherwise provided in the Illinois Personnel Record Review Act (820 ILCS 40/1, et seq.). Upon request, management shall allow inspection and copying within ten (10) calendar days, or within three (3) calendar days prior to a disciplinary meeting if the request is related to the discipline. The Union designee may also review the file with written consent from the employee. The Employer shall not gather or keep record of non-academic or non-employment related activities or information.

13.4. If the management of the operation of the charter school or network is acquired by, transferred to, or assigned to another person or entity, then the Employer shall provide each bargaining unit employee a copy of their personnel file upon request at the employee’s cost. Electronic versions of personnel records shall incur no cost to the employee.

13.5. If the Employer is notified that its electronic records are subject to a security breach and bargaining unit employees’ personal information or personnel files were 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 period of one (1) year.
Article 14. Duration

14.1. **Term**: The term of this Agreement ("Term") shall be from July 1, 2022 to July 30, 2026.

14.2. **Reopener**: Upon mutual agreement of the Parties, specific sections of this Agreement may be opened for revision. Absent such mutual agreement, this Agreement shall not be amended or modified during its Term.
Article 15. Compensation

15.1. **Salaries for Teachers, Counselors, Social Workers and Case Managers:** Teachers, Counselors, Social Workers and Case Managers shall be placed on the salary schedules found in Article 16. The schedules do not include the Employer’s contribution to members’ pension pickup.

15.1.1. **Lanes:** The lanes depicted are for the attainment of a:

- Bachelor’s Degree (Lane 1)
- Master’s degree or ELL or LBS1 (Lane 2);
- Masters + 15 credit hours (Lane 3); and
- Masters + 30 credit hours (Lane 4).

Credit hours includes credits awarded from the CTU Quest Center as deemed appropriate by Human Resources.

15.1.2. **Outside experience for new hires:** When determining new bargaining unit member’s step placement, the Employer will grant credit for all years of relevant outside experience for up to five years. Relevant means experience relevant to teaching or present assignment, licensure and administrative endorsements.

15.1.3. **Step Advancement:** Teachers, Counselors, Social Workers and Case Managers who continue employment with the Employer shall advance one-step on the salary schedule on their return-to-work date each new school year.

15.1.4. **Deduction for Not Being Certified:** Non-certified teachers shall receive a $1,000 salary deduction after placement on the appropriate step and lane, per their years of experience and educational attainment, on the appropriate salary schedule found in Article 16. Non-certified teachers shall receive full pay as found in Article 16 upon receipt of official confirmation of completion of ISBE certification. The bargaining unit member’s salary shall be adjusted by the second pay period following submission of evidence of ISBE certification.

15.2. **Minimum Raise:** No bargaining unit member shall receive less than a two percent (2%) raise in each year of the contract. If any employee is scheduled to receive a less than a 2% raise in any year, they will be placed on the step in their respective lane where they receive at least a two percent raise. In subsequent years they will get step increases from that point.

15.3. **Paraprofessionals and Mentors Salaries:** Paraprofessionals and Mentors shall be placed on the relevant salary schedules found in Article 16.
15.3.1. **Step Advancement for SY 22-23 and 23-24:** Paraprofessionals and Mentors shall move up a step if their present years of service correspond to the next step in the 2022-2023 and 2023-2024 salary charts in Article 16.

15.3.2. **Paraprofessional Lanes:** Effective 2024-2025 school year except as provided herein, paraprofessionals shall initially be placed in Lane 1. Paraprofessionals with a Bachelor’s degree shall be placed in Lane 2.

15.3.3. **Mentor Lanes:** Effective 2024-2025 school year except as provided herein, mentors shall initially be placed in Lane 1. Mentors with a Master’s degree shall be placed in Lane 2.

15.3.4. **Step Advancement Beginning in SY 24-25:** Paraprofessionals and Mentors shall be newly assigned to a step for the 2024-2025 school year based on years of service with the Employer and credit for any outside years previously given. Paraprofessionals and Mentors who continue employment with the Employer shall advance one step on the salary schedule on their return-to-work date each new school year.

15.3.5. **Outside experience for new hires:** When determining a new bargaining unit member’s step placement, the Employer shall grant credit for all years of relevant outside experience to the bargaining unit member’s position, up to a maximum of five (5) years.

15.4. **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 made retroactive to the completion of documentation submission.

15.5. **National Board Certification (NBCT) Compensation:** Bargaining Unit Members who attain and maintain National Board Certification during the Term of this agreement shall have their salaries increased by $3,000 each year. This $3,000 payment will be made by the beginning of the second semester. This is a non-compounding payment.

15.6. **Teaching an Additional Class:** If a teacher agrees to add additional, regularly scheduled classes to their course load, such teacher shall be additionally compensated at the rate of 15% their base salary. Such stipend shall be prorated on a per diem basis if the overload is scheduled for only part of the year or removed prior to the end of the year.
15.6.1. Teachers who volunteer to cover a class for a partial year shall be compensated at a fractional equivalent of the time served out of the total number of instructional days.

15.6.2. The agreement to teach a regularly scheduled additional class is voluntary on the part of the teacher. The Employer will make its best efforts that any opportunities to teach an additional class shall be posted with at least two weeks of prior notice across the Network and all eligible employees shall be encouraged to apply for the additional class.

15.7. **Mentors at Pantoja who Teach a Class:** At Pantoja, mentors may volunteer to take on the role of long-term substitute teacher for a class period. Mentors in this case shall be paid additionally at the standard instructional rate for the class period they are responsible for teaching.

15.8. **Standard Instructional and Non-instructional Rate:** The standard instructional rate of pay shall be $45 per hour regardless of bargaining unit position. The standard non-instructional rate of pay shall be $40 per hour.

15.9. **Payroll Calendar:** Bargaining unit members shall have their annual salary disbursed on a payroll calendar 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. Any change in the number of paychecks per year shall not be implemented without the agreement of the Union.

15.10. **Summer School:** Summer school shall be paid at the instructional rate of pay. The agreement to take on a summer school class is voluntary on the part of the bargaining unit member.

15.11. **Credit Recovery:**

15.11.1. Whenever the Employer elects to utilize online credit recovery programs, a bargaining unit member may be assigned to assist students with their credit recovery coursework.

15.11.2. If a teacher volunteers to assist students with credit recovery coursework and grading as an extra class, they shall be compensated at the instructional rate.

15.11.3. The Pantoja Credit Recovery Coordinator shall be on the paraprofessional salary schedule. If the Pantoja Credit Recovery Coordinator would be in lane 1 based on educational attainment, they shall be moved to Lane 2. If the Pantoja Credit Recovery Coordinator would be in Lane 2 based on educational attainment, their salary shall be increased by $1800 each year.
15.11.4. If a paraprofessional is assigned to supervise students in their credit recovery coursework for specific periods of the school day, the paraprofessional shall be compensated additionally at the standard instructional rate.

15.11.5. Bargaining unit members supervising and supporting students participating in credit recovery courses after school will be compensated at the standard instructional rate.

15.11.6. Grading credit recovery coursework will be done on a voluntary basis, except for counselors. In the event counselors are required by the Employer to do credit recovery work, and a counselor cannot complete the work during the workday and completes the work outside of normal work hours, the member will be compensated at the standard instructional rate. Counselors will notify their supervisor if they need to complete credit recovery grading outside of normal work hours. If a member volunteers to grade credit recovery coursework, but is not responsible for supervising students, they shall be compensated at the standard instructional rate for every hour worked.

15.12. **Internal substitute teaching:** Bargaining unit members who internally substitute for any classes shall be paid at the Instructional Rate. Whenever a Bargaining Unit member performs internal substitution, they shall fill out a time sheet and shall be compensated on the next pay period.

15.12.1. Internal substitution is defined as one bargaining unit member covering a class or duty for another Bargaining Unit Member in lieu of a planning period or lunch period.

15.12.2. PSRPs shall not substitute teach during times when they are already assigned to work with students. If the student that a one-to-one paraprofessional works with is absent, the paraprofessional can volunteer to substitute teach, and shall be paid at the instructional rate of pay, or the paraprofessional can remain in their normal classrooms helping the class overall.

15.12.3. In no circumstance shall a bargaining unit member substitute teach for more than one class or classroom at a time.

15.13. **Long-term substitutes:** Long-term substitute teachers hired directly by the Employer shall be placed on the teacher pay scale according to Articles 33 - Substitute Teaching and compensated accordingly.
**Article 16. Compensation Tables**

Salary Schedules for Unit Members (Teachers, Counselors, Social Workers, Case Managers, Paraprofessionals and Mentors) shall be as follows:

**16.1. Teachers, Counselors, Social Workers and Case Managers Salary Schedules Narrative:**

- Year one of the CBA 2022-2023 - 6% COLA annual increase, plus step (retroactive within 45 days of approval of the full CBA by the parties).

- Year two of CBA 2023-2024 – 6.5% COLA annual increase, plus step (retroactive January 28, 2024).

- Year three of CBA 2024-2025 – 4.5% COLA annual increase, plus step.

- Year four of CBA 2025-2026 – 4.5% COLA annual increase, plus step.

**16.2. Paraprofessionals and Mentors Salary Schedules Narrative:**

- Year one of CBA 2022-2023 - 6% COLA annual increase plus step, (retroactive within 45 days of approval of the full CBA by the parties).

- Year two of CBA 2023-2024 – 6.5% COLA annual increase plus step (retroactive January 28, 2024).

- Year three of CBA 2024-2025 – 4.5% COLA annual increase plus step and lane movement with establishment of credentials effective 2024-2025 school year.

- Year four of CBA 2025-2026 – 4.5% COLA of annual increase plus step and lane movement with establishment of credentials effective 2024-2025 school year.
### Teacher, Counselor, Social Worker and Case Manager Salary Schedules:

#### SY 22 - 23

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Teacher, Counselor, Social Worker, and Case Manager Salary Schedules continued:

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### Paraprofessional Salary Schedules:

#### SY 22-23

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#### SY 22-23

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#### SY 24-25

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#### SY 25-26

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16.5. **Mentor Salary Schedules:**

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### SY 24-25

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Article 17. Stipends

17.1. After Principal pre-approval, the Employer shall pay a stipend to any bargaining unit member who volunteers to perform duties in connection with the Employer’s extracurricular programming, provided such duties are not otherwise contractually required of the bargaining unit member. The Employer’s extracurricular programming, and extra duties assigned to any bargaining unit member as a result of such programming, shall be recommended by the Professional Solutions Committee as outlined below. The Parties acknowledge that such duties may be assigned outside the workday or beyond the work year restrictions set forth in Article 21 – 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:

Bargaining unit members who resign that are performing a duty that requires a stipend shall be given a prorated amount for their time commitment already completed.

Principal shall have the right to create additional stipends and positions, with recommendations by the PSC or staff member that best matches with the position being created, with stipends agreed upon by the PSC. All principal pre-approved stipend positions will have an application process that is communicated to all staff by the principal’s designee, at least two weeks before the start date of the position, or as soon as possible. The application process will follow the procedure required in Article 44 - Vacancies, will be reviewed by the principal and other relevant positions to ensure that the most senior or qualified bargaining member gets the position.

<table>
<thead>
<tr>
<th>Category</th>
<th>Staff Role</th>
<th>Duration</th>
<th>Stipend</th>
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</thead>
</table>
| Sports            | Coach                                           | Per Season/Per Sport | Head Coach: $5,000  
Assistant Coach: $3,000 |
| Student Activities| Stipended Athletic Director for the Network   | Per semester      | $6,000                                       |
| Student Activities| Clubs & Activities                          | Per Semester      | Tier 1: Clubs that meet 38-152 hours: $2,500  
Tier 2: Clubs that meet 0-37 hours: $1,500 |
Clubs with over 20 students with consistent participation can have an assistant facilitator:

**Tier 1:** Clubs that meet 38-152 hours with 2 meetings per week, $1,000 per semester for the assistant

**Tier 2:** Clubs that meet 0-37 hours, with one meeting per week $750 per week for the assistant

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<th>Non-instructional rate</th>
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<td>Summer School</td>
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<td>Sport and Extracurricular Summer Camps/IHSA Summer Contact Days</td>
<td>Per Camp/Max 25 contact Days</td>
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<tr>
<td><strong>Committee</strong></td>
<td>PSC Members</td>
<td>Non-Instructional Rate</td>
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<td>If requested by Admin, Summer meeting</td>
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<td><strong>Committee</strong></td>
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<td>If requested by Admin, Summer meeting</td>
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17.2. **Leadership Stipend**: In the event ASPIRA establishes a leadership position at the Network or at a school and selects a bargaining unit member for that position, the parties will negotiate an appropriate stipend at that time.
Article 18. Healthcare and Insurance

18.1. Benefits:

18.1.1. **Group Health, Dental and Life Insurance:** All full-time bargaining unit members may enroll in a voluntary, comprehensive insurance program that provides medical, dental, vision discount, life and accidental death and dismemberment, voluntary life, short-term and long-term disability, wellness programs and an employee assistance program.

18.1.2. The Employer shall offer both a lower cost plan with a 90% employer share and a higher cost plan at 80% employer share for health insurance consistent with the contributions negotiated between the Employer and the Union in February 2023. In the event the health insurance costs increase to the employees more than 5%, any changes to health insurance plans shall be negotiated with the Union and require mutual agreement on any changes.

18.1.3. The Employer will contribute the following percentages of the total premium for each of the following insurance options:

**Health (including discounted vision plan)**

<table>
<thead>
<tr>
<th>Single Plans</th>
<th>Low Cost Plan</th>
<th>Higher Cost Plans</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employer Share</td>
<td>90%</td>
<td>80%</td>
</tr>
<tr>
<td>Employee Share</td>
<td>10%</td>
<td>20%</td>
</tr>
</tbody>
</table>

**Family Plans (EE+SP, EE+CH, EE+FF)**

<table>
<thead>
<tr>
<th>Employer Share</th>
<th>90% of single employee plan plus 25% of SP, CH, FF Plan cost</th>
<th>90% of single employee plan plus 25% of SP, CH, FF Plan cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee Share</td>
<td>Difference between full plan cost and Employer Contribution</td>
<td>Difference between full plan cost and Employer Contribution</td>
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</table>
Life and AD&D

<table>
<thead>
<tr>
<th>Employer Share</th>
<th>100% of a minimum of $25,000 coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee Share</td>
<td>Additional coverage may be purchased</td>
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Long Term Disability

<table>
<thead>
<tr>
<th>Employer share</th>
<th>0%</th>
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<tbody>
<tr>
<td>Employee Share</td>
<td>100%</td>
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Short Term Disability

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<tr>
<th>Employer share</th>
<th>100%</th>
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<tbody>
<tr>
<td>Employee Share</td>
<td>0%</td>
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</table>

Dental

<table>
<thead>
<tr>
<th></th>
<th>Low Cost Plan</th>
<th>High Cost Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employer share</td>
<td>90% of single employee plan cost plus 25% of SP, CH, FF plan cost</td>
<td>90% of single employee plan cost plus 25% of SP, CH, FF plan cost</td>
</tr>
<tr>
<td>Employee Share</td>
<td>Difference between full cost and Employer contribution</td>
<td>Difference between full cost and Employer contribution</td>
</tr>
</tbody>
</table>

18.2. **ACA Compliance:** In its discretion, the Employer shall be permitted to offer a health insurance package in addition to the HMO and PPO options already offered. The purpose of such additional benefit package shall be to assist the Employer in satisfying its obligations under the Affordable Care Act. In the event the Employer meets to discuss potential changes to insurance plans, the parties agree that the Union will be allowed representation at such meetings.

18.3. **Eligibility:** All eligible bargaining unit members and their dependents are eligible for the health, dental, life and vision discount program on the first day of the month following thirty (30) days after the date of hire.
18.4. **Term for Deductibles and Enrollment Period:** The employer will make best efforts to align the term for the healthcare plan and the health deductibles to begin and end on the same dates, by the 2024-2025 school year.

18.5. **Increases:** For the Plans identified in section 18.1 above, the Employer shall pay 100% of any increase in the employees’ cost of healthcare that exceeds a 5% increase annually.

18.6. **Changes:** Any Plan or provider changes to health insurance (such as premium and policy type changes) shall be negotiated with the Union.

18.7. All bargaining unit members shall be eligible for healthcare benefits equal or superior to those granted to other non-bargaining unit employees of the Employer.

18.8. **Health Savings Accounts:** The Employer shall provide Health Savings Accounts (HSAs) for bargaining unit members in accordance with the applicable Healthcare Plan.

18.9. **Additional Coverages:** The Employer agrees to work with benefits providers to ensure, to the extent feasible and available, that healthcare and benefits plans cover abortion, infertility, and gender affirming care in accordance with allowable Plan coverage and Illinois mandated benefits. The Employer agrees to pursue healthcare plans that cover standard pregnancy and delivery care necessary for pregnant members.

18.10. **Job-Related Accidents or Injuries:** Consistent with the Employer’s present insurance coverage, payments for medical treatment arising out of job-related accidents or injuries covered under the Illinois Workers’ Compensation Act shall be covered.

18.11. **Battery Compensation and Medical Benefits:** Bargaining unit employees whose absences result from a school-related battery shall be paid the difference of carrier and statutory worker’s compensation coverage to meet the difference between coverage and full salary and medical benefits by the Employer for the time of their absence due to the battery and reimbursement for any deducted benefit days not to exceed sixty (60) days.

18.12. **Assault Leave:** Bargaining unit employees whose absences result from a school-related assault, that threaten the safety of the bargaining unit member(s), shall be paid full salary for the length of time necessary, not to exceed 5 school days, for the Employer to ensure the employee can return to a safe working environment. Prior to the employee’s return to work, the Employer will schedule a virtual meeting with the employee, and the Union, to present a safety plan to the employee. The safety plan shall include details on how the employee shall park their vehicle, enter and leave the building, and execute assigned work tasks, in a safe environment. The Employer shall permit the employee to attend all court or legal proceedings arising from the incident of assault, with no loss of pay or benefit days.

18.13. **Health benefits during leave:** The Employer shall provide healthcare coverage for bargaining unit members granted leave according to FMLA or for disability provided that the employee pays for the employee portion of the coverage.
18.14. **Short-Term Disability:** The Employer shall provide short-term disability coverage at no cost to all bargaining unit employees. The short-term disability policy shall provide disability for employee illness. Short term disability must have eleven (11) weeks of coverage with pay covering at least 60% of income for the time on leave. Short-term disability coverage shall begin retroactive to the first day of the disability.

18.15. **Employee Benefits During Paid Short-Term Disability Leave:** Employees on short-term disability leave may continue their employee benefits (e.g., health, dental, life) on the same terms as if they were actively employed. The employee is responsible for submitting premium payments.

18.16. **Long Term Disability:** The Employer shall make available to bargaining unit employee’s long-term disability insurance, the cost of which is the employee’s responsibility.

18.17. **Healthcare Committee:** The Employer agrees to participate in a CTU-ACTS healthcare committee that shall meet no less than two times a year to explore possibilities to secure healthcare savings. The Employer’s participation in the healthcare committee shall not be construed as requiring the Employer to be bound by any recommendations of the Committee.
Article 19. Retirement and Tuition

19.1. 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 licensed teachers, paraprofessionals, and other licensed staff.

Certified staff are required by state law to belong to the Public School Teacher’s Pension and Retirement Fund of Chicago (commonly called the Chicago Teachers’ Pension Fund). Certified staff contribute 2% and the Employer contributes 7% each fiscal year. Employees who are enrolled in the Chicago Teacher’s Pension Fund are eligible to enroll in the ASPIRA 401(k) or 403(b) plan, but are not eligible for the annual employer match.

19.2. 401(k) or 403(b) Contributions:

19.2.1. Bargaining Unit Employees who are not eligible to participate in CTPF: All bargaining unit members who do not contribute to CTPF shall be allowed to enroll in the Employer’s voluntary 401(k) or 403(b) retirement savings program as outlined in the plan summary. The Employer shall make matching contributions to a 401(k) or 403(b) account on behalf of bargaining unit members who do not participate in CTPF up to 7% according to the terms of the plan. An employee shall vest in accordance with the plan.

The Employer shall annually provide bargaining unit members who are not eligible to participate in CTPF a $500 bonus at the beginning of second semester. These funds are eligible for contribution to the 401(k) or 403(b).

19.2.2. Retirement Plans: The Employer shall establish and maintain a 401(k) or 403(b) plan in which all bargaining unit employees may choose to participate. Employees choosing to participate may contribute up to the legal maximum of their annual wages or salary.

19.2.3. Non-CTPF Retirement Plans: Within 90 days of ratification of this agreement, the Employer or plan administrator shall present to all current Bargaining Unit Members, regardless of participation in CTPF, an enrollment form for the 401(k) or 403(b) plans and educational brochures. Enrollment shall be optional. Thereafter, the Employer shall present the 401(k) or 403(b) enrollment form and educational brochures to all new employees at the time of hire. Brochures will be comprehensive and designed to inform employees about the benefits, features, and investment options of the retirement plans, following industry best practices.

19.2.4. Timing of Retirement Contributions: Following 90 days of employment, the Employer shall remit retirement savings match contributions at regular intervals, at the same frequency as the corresponding pension contributions to the CTPF for other bargaining unit members.
19.2.5. **Financial Literacy:** During the first semester of each school year, the Employer shall provide financial literacy training to all employees, during the work day, 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.

19.2.6. **College Savings:** The Employer will promote investment, through inclusion in the Employee Handbook or through email, information on 529 Bright Start College Savings account or other similar programs.

19.2.7. **Changes to Retirement Plans:** Whenever either party, or Plan Administrator, requests changes to the Retirement Plan or plan investment options, the Network-wide Committee/Joint Labor Management Committee shall meet to discuss the changes and provide feedback. At least once a year, upon LMC request, the Employer shall update the LMC on Plan performance and employee participation rates.

19.3. **Tuition Reimbursement:**

19.3.1. **General tuition reimbursement:** The employer shall provide a tuition reimbursement for pre-approved certifications and/or post-secondary coursework completed with a grade of B or better up to $4,250 per year per bargaining unit member for no more than $23,000 per year total for the entirety of the bargaining unit, providing that the certification/coursework builds professional competence in the field of education. Bargaining unit members who receive this benefit and voluntarily leave their employment with ASPIRA within two years of course completion shall be required to reimburse the Employer for the tuition paid at a prorated rate of 4.166% for each month remaining of the two-year obligation. This repayment may be deducted from the employee’s final paycheck or remitted to the Employer via another form of payment. The employer may offer grant repayment waivers if requested by the employee with good reason (including, but not limited to: professional internships related to certification or degree program, change in immigration status, death, personal illness, financial hardship, relocation, military deployment).

19.3.2. **Bilingual and ESL programs:** The Employer and Union acknowledge the need for endorsed Bilingual Certified Teachers to ensure English Learners receive services required by state and federal law and will work to identify programs or universities for teachers to earn their Bilingual and/or ESL endorsement.

19.3.3. **LBS1 programs:** The Employer and Union acknowledge the need for LBS 1 certified teachers to ensure students with special needs receive services
required by state and federal law and will work to identify programs or universities for teachers to earn their SPED/LBS 1 endorsement.

19.3.4. **Coursework for a Change in Job Qualifications:** If the qualifications of a bargaining unit position change and any affected member would like to earn the new qualifications, the Employer may consider providing the affected member additional resources to attain newly required credentials. The member will maintain their current job or a comparable position for up to two years while working on those qualifications. This section is in alignment with Article 43 - Layoff and Recall, Redefinition of Positions.
Article 20. Paid Time Off and Leaves

20.1. **Administrative Leave Days:** Bargaining unit employees shall be granted five (5) administrative days, i.e., personal leave days, on their first workday of each school year. Midyear hires shall be granted administrative days on a pro rata basis based upon the date of their hire.

20.2. **Sick Leave Days:** New sick leave days are awarded each year as follows:

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

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

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

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

   Five of sick days shall be given to members at the start of the school year. The remainder of the sick days shall be given at the start of the second semester.

20.3. The Employer shall not require an employee to disclose the purpose for taking personal leave.

20.4. **Increments:** Sick and personal leave days may be used in increments of four (4) or eight (8) hours. If no sub coverage or supervision of students is necessary, or if the bargaining unit member arranges sub coverage themselves, bargaining unit members may take sick or personal leave in one-hour increments with principal pre-approval. Requests to leave early or arrive late that are for less than one hour shall not require use of administrative or sick time with prior approval by the administration.

20.5. **Unused Administrative Time:** At the end of each school year, bargaining unit members with unused personal time shall choose from one of the following options:

   a) Unused administrative days may be paid out at a daily rate of pay of $150; or

   b) Unused administrative days may be added to the member’s Sick Leave bank.

20.6. **Extra Sick Days in Exceptional Circumstances:** The Employer may grant up to five (5) additional sick days per school year to any Bargaining Unit Member who has exhausted all available leave time (sick days) for severe personal injury or illness or bereavement, but only with prior notice by the Bargaining Unit Member and approval by the Employer. If the member does not use all additional days granted, the remaining shall not be added to the member’s Sick Leave Bank.

20.7. **Emergency Unpaid Leave:** A Bargaining Unit Member who has exhausted all paid time off and has no available sick or personal days may request an unpaid emergency leave 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.

20.8. **Sick Leave:** Sick leave days shall roll over from year to year. Sick leave days shall be available for use by the member for personal or immediate family member illness or other physical impairment, provided that the Employer shall be entitled upon request to a medical-care provider’s verification of such illness.

20.8.1. **Unused Sick Leave days for CTPF members:** 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 the CTPF rules or the bargaining member may opt to have a maximum of five (5) days paid out at a rate of $150.

20.8.2. **Unused Sick Leave days for non-CTPF members:** When a bargaining unit member who is not eligible to participate in CTPF separates from the Employer, banked sick leave days will be paid out at $150 per day for a maximum of 5 days.

20.9. **Donating Sick Leave:** Bargaining unit members may donate unused Sick Leave days to other staff members at any point during the year.

20.10. **Covid leave:** Bargaining unit members with a lab-confirmed positive COVID test result will be given covid sick isolation days in alignment with CDPH guidelines, or under the additional following circumstances:

   (A) Members have a child who is required to be excluded from school because of a lab-confirmed positive COVID-19 test result; or

   (B) A member has been required by the school or school district policy to be excluded from school property due to COVID-19 symptoms.

20.11. **Additional Holiday Leave:** See language in Article 21.7 - Holidays.

20.12. **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 pay check from jury duty over to the Employer.

20.13. **Bereavement Leave:**

20.13.1. Bargaining Unit Members shall be given five (5) days of paid and up to five (5) days of unpaid absence in case of a death in their immediate family, such as a spouse, domestic partner, partner in a civil union, child, step-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.

20.13.2. Bargaining Unit Members shall be given four (4) days 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.

20.13.3. Five days of paid absence shall also be given for miscarriage by the Member or their partner, failed fertility treatment, and failed adoption, the Employer may request appropriate documentation for approval.

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

20.14. 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.

20.15. 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.

20.16. Inclement Weather Leave – The Employer provides employees with unpaid leave due to inclement weather. Such leave is available when the Employer does not close schools due to inclement weather, but an employee determines that the travel from home to work is hazardous, precluding their ability to report work. Specific provisions govern the use of inclement weather leave, including, leave procedures and notice requirements. Detailed information regarding inclement weather leave can be found in the ASPIRA employee handbook. In the event the Employer determines that weather conditions require the cancellation of school, all bargaining unit members will be notified by email or phone call. All bargaining unit members will be paid for any day of work canceled due to inclement weather, provided that the Employer may require remote instruction for such days if approved as instructional time by ISBE. Bargaining Unit Members are only required to make
up the inclement weather work day if it is necessary to make up students’ instructional time.

20.17. **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 equivalent amounts as if they were not on leave, provided that the member pays the required employee portion of any benefits. 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. A leave shall not be used for the purpose of seeking or accepting employment elsewhere.

20.18. **Educational Leave for Instructional Support Staff:** Instructional Support Staff that pursue an Illinois educator’s license shall be provided the option of taking an unpaid leave of absence, in order to complete the requirements of the certification program. Any Instructional Support Staff pursuing an Illinois educator’s license shall be provided up to a one year leave of absence and employment with the Employer for any vacant position for which the bargaining unit member is qualified. Bargaining unit members returning from such leave, as Instructional Teaching Staff, shall return as a provisional employee and be placed on the salary schedule at the Step that guarantees an increase in salary in comparison to the member’s previous in the Lane commensurate with the highest level of education obtained.

20.19. **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.

20.19.1. **Compensation during FMLA:**

   a. FMLA is unpaid, though employees receive insurance benefits, provided the employee is responsible for paying for their portion of the premium; however, bargaining unit members may elect to use any available benefit time they have accrued, which will run concurrently with FMLA.

   b. When an employee is eligible for and requests FMLA leave for a qualified reason, Bargaining unit members may elect to take FMLA and be compensated through the following:

   i. Paid Parental Leave

   ii. Short Term Disability (STD);
iii. Accrued administrative leave;

iv. Accrued sick leave; or

v. A combination of STD, administrative leave and sick leave.

c. 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.

20.19.2. **Effect of Non-Work Days during FMLA:** If there is a holiday, a non-work day, or a temporary school closing or shutdown, where bargaining unit members are not expected to work but will still be compensated, the non-school/non-work days or shutdown period shall not count against the member’s FMLA allotment.

20.19.3. **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 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, pursuant to the rules of FMLA.

20.19.4. **Intermittent Leave for Child Rearing:** Employees may take intermittent child rearing leave pursuant to the FMLA rules.

20.19.5. **Position Upon Returning to Work:** The Employer shall reassign employees returning from FMLA leave to their original positions or equivalent if their original position is no longer available.

20.20. **Parental Leave:** A member wishing to take paid parental leave must apply and be eligible for Family Medical Leave Act (FMLA) leave. A member is eligible for FMLA leave if they have been employed by the Employer for at least twelve (12) months before taking the leave and worked at least 1,250 hours during the twelve (12) month period immediately prior to the leave. Effective upon ratification, eligible members shall be granted the following paid parental leaves, in conjunction with and as part of an approved FMLA leave:

20.20.1. Upon ratification, up to seven (7) weeks of paid parental leave 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. Any paid parental leave is to run concurrently with FMLA and consecutively with short term disability and 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.

20.20.2. 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 continuous. When using such leave, bargaining unit members shall provide reasonable notice of the need to use such leave. The leave expires after a year.

20.20.3. Paid parental leave may be combined with other earned paid time off such as personal leave or sick leave to achieve the maximum amount of paid time off from work.

20.21. **Health Insurance during Supplemental Leaves**: A bargaining unit employee’s health insurance benefits will be maintained for the duration of any supplemental leave as long as the employee remains employed, provided that the bargaining unit employee will be responsible for paying the full premium out-of-pocket for any portion of a supplemental leave that is unpaid.

20.22. **Unpaid Supplemental Childrearing Leave**: The Employer may grant childrearing leaves supplemental to those provided under the FMLA and other provisions of this Agreement to eligible bargaining unit employees, upon request, in accordance with this Article.

20.22.1. **Eligibility for Supplemental Childrearing Leave**: Bargaining unit employees who are eligible for family and medical leave under the Family and Medical Leave Act shall be eligible for a childrearing leave if the bargaining unit employee or bargaining unit employee’s spouse, civil union partner, or domestic partner give birth to a child or adopt a child under the age of five (5) years. A bargaining unit employee must request a childrearing before the expiration of the parental leave.

20.22.2. **Duration of Childrearing Leave for Bargaining Unit Employees**: The Employer may grant a childrearing leave to a bargaining unit employee after exhaustion of all other leaves and capped at a maximum of one year (1) total, inclusive of any other leave.

20.22.3. **Termination of Leave Before Expiration**: Childrearing leave shall terminate before its expiration at the request of the bargaining unit employee. In the case of layoff of a bargaining unit employee or non-renewal or layoff of a provisional bargaining unit employee, the leave shall terminate at the conclusion of the current school semester or term. In the event of the death of the child for whom the leave was taken, the childrearing leave shall terminate six months after the death of the child.

20.22.4. **Bargaining Unit Employee’s Right to Position on Termination of Childrearing Leave**: 
a. **Return:** A bargaining unit employee’s position shall be held open during the leave, provided that nothing in this Article shall prevent the closure of a bargaining unit employee’s position or dismissal or non-renewal of the provisional bargaining unit position if those actions would have occurred regardless of the leave. If a bargaining unit employee returns at or before the conclusion of the leave, the bargaining unit employee shall have a right to return to the bargaining unit employee’s position provided that the position has not been closed or, in the case of a provisional bargaining unit employee, that such bargaining unit employee has been reappointed for the following school year in accordance with this Agreement.

b. **Failure to Return:** If a bargaining unit employee does not return to work at the conclusion of a leave, the bargaining unit employee shall be deemed absent without leave and dismissed, subject to the terms of the discipline article of this Agreement.
Article 21. Workday and Work Year

21.1. Work Year: Unless otherwise specified in this Agreement, the work year for all returning bargaining unit members shall be one hundred ninety (190) days, which shall consist of one hundred seventy-eight (178) days of student attendance and twelve (12) non-instructional days and one hundred ninety-three (193) days for new bargaining unit members.

21.1.1. Parent-teacher conference days shall be two of the twelve non-instructional days. Two of the non-instructional days shall be grading days. The exact dates shall be determined by the Labor Management Committee. The other eight (8) days shall be professional development days.

21.1.2. Bargaining unit members shall receive no fewer than ten (10) calendar days of winter break, no fewer than five (5) calendar days of spring break, no fewer than three (3) days of Thanksgiving break, and no less than six (6) weeks of summer break. Counselors and mentors may be asked to return up to one (1) week early. The Principal must notify counselors and mentors that they are wanted up to a week early by May 15th. The days they are requested to work must be consecutive. Counselors and mentors will receive a stipend of $350 for each day they work the week prior to start of teachers returning.

21.1.3. During the second semester of the 23-24 school year, the last Wednesday of each month Counselors and Mentors may work remotely during afternoon professional development (PD).

21.2. New member professional development:

21.2.1. New bargaining unit members who are Teaching Staff or Student Services Staff, including any prior employees who were hired after January 1, may be asked to attend up to an additional three Induction Professional Development Days.

21.2.2. All newly-hired paraprofessionals will receive a one-day orientation/training at the beginning of employment. If hired before the start of the school year, it will be the day before bargaining unit members return to school. All newly-hired paraprofessionals will receive a half-day orientation/training at the beginning of employment.

21.3. Standard Work Day for all Bargaining Unit Members:

21.3.1. Beginning the second semester of the 2023-2024 school year, the standard workday for Bargaining Unit Members shall be seven hours and fifteen minutes except as otherwise provided in this Article. The standard work day shall include the student instructional day and any student supervision outside the Student Instructional Day (i.e., before and after the start of the
Student Instructional Day). Bargaining Unit Members must be in their respective classrooms, ready to teach their class at the time designated on the teacher schedule.

21.3.2. At the middle school level, when assigned, supervision duty within the standard workday will begin no earlier than thirty (30) minutes prior to student start time and no later than fifteen (15) minutes after the conclusion of the instructional day, still within the standard workday. Due regard shall be given to bargaining unit members’ personal preferences in selecting which dates they are assigned such supervision, however, the Parties recognize that the final assignment of supervisory duty is for management to make, despite any personal preference. When not assigned to supervision duty, staff will organize their own before- and after-school schedules, applying the values of professionalism and collaborating with colleagues, students, and families. The Employer may have the option for bargaining unit members to volunteer to perform supervision duties before the beginning of the standard day, in which case bargaining unit members shall be paid at the non-instructional rate of pay.

21.3.3. At the high school level, bargaining unit members may have the option to sign for duties, such as before school supervision, lunch duty, etc., on a voluntary basis with the Principal’s approval. Members doing extra duties shall be compensated at the non-instructional rate.

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

21.5. **Events outside the Standard Work Day:**

21.5.1. Bargaining unit members shall attend the following events outside the standard work day:

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

b. Graduation and report card pick up days, all of which shall be scheduled as modified work days not to exceed eight (8) hours.
c. Up to two (2) other school and/or community events which support the schools, students, curriculum, programs, or mission of ASPIRA to be announced by September 30th.

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

21.5.3. Bargaining unit members may volunteer and get principal approval to work school events outside the standard work day. Members who work those events shall be compensated at the non-instructional rate of pay.

21.6. **Lunch:**

21.6.1. Bargaining Unit Members shall receive a lunch break of at least twenty-eight (28) minutes during which they are to be free from all ASPIRA job duties, provided they remain obligated to follow standards of professional responsibility at all times while on Campus and during the standard workday. Bargaining unit members shall not be required to punch in and out for lunch periods; however, bargaining unit members who intend to leave the building during their lunch break shall sign out and sign in upon their return.

21.7. **Holidays:** All full-time bargaining unit employees are entitled to the following paid holidays listed below:

- Labor Day
- Indigenous Peoples Day
- Veterans’ Day (On Presidential election years, Election Day will be a holiday instead of Veterans’ Day.)
- Thanksgiving Day & Day After
- Christmas Eve & Day
- New Year’s Eve & Day
- Martin Luther King, Jr. Day
- Presidents Day
- Memorial Day
- Juneteenth
- Independence Day
21.7.1. When any of the foregoing holidays fall on a Saturday or Sunday, the holiday will be observed on the Friday before or the Monday after the holiday and as identified in the Employer’s Annual Calendar.

21.7.2. **Holiday leave:** In addition to the listed holidays set forth above, each member will be allowed up to two (2) days of leave for religious observance, which shall not be counted against their sick or administrative (i.e., personal time). Bargaining unit members will 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.

21.8. **Conference and Report Card Pick-Up Days** There shall be two parent teacher conference days each academic year. Both virtual and in-person conferences shall be offered, provided that all conferences, whether virtual or in-person shall take place at the bargaining unit member’s assigned school. The Employer shall not schedule additional parent teacher conference days beyond the two stipulated in this article.

21.8.1. **Staff Schedule:** The schedule for these days shall be provided before the first day of student attendance and shall be:

- Minimum of 60 minutes for lunch or dinner
- The work day shall end no later than 6:00 PM and the total length of the work day shall not exceed the length of the standard work day.

21.8.2. **Paraprofessionals:** Paraprofessionals will be required to be present at the meetings of the classrooms they support. If a paraprofessional is assigned to more than one classroom, the Principal will email the paraprofessional which classroom’s Parent Teacher Conferences they will attend.

21.8.3. **Social Workers:** 21.8.1 shall apply to social workers. If a social worker is assigned to multiple schools, they shall collaborate with the Director of Student Services to determine the specifics of where they will do conferences on Parent-Teacher Conference Days.

21.9. **Limited Early Release:** In the case of an emergent, urgent or important matter, the Employer at the principal’s sole discretion may grant limited early release opportunities without use of benefit time.

21.10. **Mandatory CPS Training:** Bargaining unit members shall be given sufficient time during professional development or during the standard work day to complete any and all online training required by the Employer or by Chicago Public Schools.
Article 22. General Working Conditions

22.1. Job Descriptions: Bargaining Unit Members shall be provided with a job description upon being hired, which may be updated from time-to-time as appropriate in the Employer’s discretion in consultation with the Union as long as it aligns with “Redefinitions of Positions” in Article 43, Layoff and Recall. Updated job descriptions will be redistributed to affected members upon completion of revisions. Job descriptions shall define Bargaining Unit Members’ responsibilities and delineate lines of authority and reporting relationships.

22.2. Supplies and Reimbursement: A standard pre-approval form which indicates the approval and reimbursement process shall be utilized by all staff. Approved expenses shall be reimbursed within three weeks of the business office's timely receipt of required documentation. Bargaining Unit Members are expected to submit standard pre-approved expenses within two weeks of the Member making the purchase in order to be timely. Untimely pre-approved expense requests may take longer than two weeks to be reimbursed. If the Employer wants to provide an additional way to make direct purchases, the Employer shall work with the Professional Solutions Committee to create and distribute instructions and expectations.

22.3. Mileage Reimbursement: Bargaining unit members required to use their own automobile to travel for Employer business during the work day or for pre-approved circumstances shall be reimbursed for the expense at the current IRS rate and according to the IRS rules. A reimbursement form will be provided to all staff at the beginning of the school year.

22.4. Travel Time: All bargaining unit members who travel from one school to another on a regular basis shall have the same rights to a planning/preparation period, lunch period, and physical relief breaks as do other comparable staff members. Adequate time to travel between sites shall be provided.

22.5. Technology: The Employer shall provide access to necessary technology and software and relevant training to be utilized by bargaining unit members. The Employer and the Union share the goal that every bargaining unit member shall have either a functioning computer with internet access and software at their desk or a functioning laptop with internet access and necessary software.

22.6. 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 when changes to the handbook are considered, a discussion will occur between labor and management prior to such changes being implemented. The Parties further agree that all changes to the handbook will be promptly communicated to Bargaining Unit Members. Annually, the Employer will provide all Bargaining Unit Members access to a copy of the Handbook no later than 30 calendar days.
after the start of the school year. The copy may be given to the Bargaining Unit Members electronically or in person.

22.7. **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. Bargaining unit members who do not provide a minimum of two-weeks’ notice may be placed on the Employer’s “Do Not Hire” list.

22.7.1. Employees who elect to resign may be asked to participate in an exit interview with Human Resources at a time that is mutually agreeable to the departing employee and Human Resources.

22.7.2. 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.

22.8. **Camera Use:** For security purposes, and in order to protect its students and staff, the Employer utilizes video cameras. The Employer agrees that it will not utilize video cameras for the purpose of monitoring Bargaining Unit Members’ protected activities, including union meetings and conversations involving union matters, or to intimidate Bargaining Unit Members. In the event the Employer chooses to install additional video cameras, it will notify Bargaining Unit Members of the location of such cameras.

22.9. **Late Pick Up:** All students who are participating in after-school activities or who have not been picked up after school must remain with the designated Instructional Staff member up to ten (10) minutes after the end of the after-school activity. Any student who has not been picked up ten (10) minutes after the end of the Student Instructional Day or after school activity(ies) will wait with a non-bargaining unit member of the school administration.

22.10. **Missed Prep:** If a teacher or paraprofessional misses an entire self-directed planning period for an IEP meeting, then an equivalent number of minutes missed shall be provided by campus administration or the member shall be paid for that missed period at the instructional rate based on the member’s preference. The preparation minutes or pay shall be provided by the end of the quarter in which the minutes were originally missed.

22.11. **Bell Schedule Discussion:** Every other year beginning with the 2024-2025 school year, a bell schedule committee will be established to create possible alternative bell schedules. The committee will develop alternative schedule options and present them to staff for discussion. The Employer will consider the Committee’s recommendation for any changes to the bell schedule.
22.11.1. **High school committee:** The committee will consist of one bargaining unit member from each department, one paraprofessional and up to an equal number of school administrators. All bargaining unit members serving on the committee shall be chosen by the Union.

22.11.2. **Middle school committee:** The committee will consist of two bargaining unit members chosen by the Union from the junior high grades, one member from the specials team, one paraprofessional, and up to an equal number of school administrators. All bargaining unit members serving on the committee shall be chosen by the Union.

22.12. **Yearly Assessments:**

22.12.1. **Required Assessments:** No later than their first day of each year, the Employer shall publish an Assessment Calendar for the school year, which shall consist of assessments required to meet the mandates of state or federal laws and regulations, and mandated by a program (i.e., Advanced Placement or any program that requires a test for student credit or program accreditation).

22.12.2. **Additional assessments:** The Employer shall develop a recommended plan for additional assessments, if any, per grade band or content area/department. The plan shall be presented to and discussed with the school faculty. Bargaining Unit members can provide feedback on the plan, which shall be shared with the PSC.

22.12.3. **ACCESS Testing:** Each campus shall establish a testing schedule, in coordination with the Employer’s designated Testing Coordinator, during the testing window established by Chicago Public Schools. The Employer shall provide adequate testing spaces that adheres to ACCESS testing environment requirements.

22.13. **Class Roster Feedback:** Class rosters shall be shared with all bargaining unit members during the PD days at the start of the school year and bargaining unit members may bring scheduling concerns and/or issues to the Principal, or designee, and counselors for potential resolution prior to the first day of classes.

22.14. **ELL Student Responsibilities:** Crucial information about ELLs shall be distributed to Instructional Staff within the first month of school or as it becomes available. For each Instructional Staff member, this information shall include, if available, student name for all of the students with whom the staff member works, ELL proficiency levels, ACCESS score data, classroom intervention recommendations, and a contact person for ELL support.

22.15. **Translation Services:** The Employer will provide outside translation services for staff to use when calling students’ parent(s)/guardian(s).
22.16. **Organizational Chart:** The Employer will provide bargaining unit members access to an organizational chart for the school and the Employer’s organization at the beginning of each school year and after any internal organizational changes.

22.17. **Onboarding Process:** The Professional Solutions Committee shall be involved in discussions of the appropriate onboarding processes for all bargaining unit members for the school, inclusive of New Teacher Orientation.

22.18. **Assignment Changes for National Board Certification Candidates:** In making any assignment changes, principals shall take into account whether the teacher is a candidate for National Board Certification and whether the new assignment will negatively impact the teacher’s ability to complete the candidacy. Absent exigent circumstances, the principal will strive to avoid any negative impact on the NBC candidacy.
Article 23. Professional Development

23.1. Professional Development Assignments and Materials: In the event the Employer requires professional development materials to be reviewed or completed prior to professional development, 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 one (1) school days in advance of the professional development session.

23.2. Mandatory Training: Any training that must be completed by Employer mandate or mandate of the Chicago Public Schools shall be completed during bargaining unit employees' regular work day or self-directed prep time or time may be made available for completion on full-day professional development days.

23.3. Mandatory Professional Development: If bargaining unit employees believe a professional development is not applicable to their job descriptions, they may ask the Principal to be exempted from attending that professional development. The Principal shall have final decision-making authority on whether to exempt a bargaining unit member from professional development.

23.4. 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 as determined by the administrative team or principal. Such support may include, as determined by the administrative team and principal, a mentoring program, an ongoing professional development program, as well as time devoted to learning and training in the Evaluation System.

23.5. Professional Development Feedback: No less than once per semester the PSC may provide feedback on recent professional development, to review the upcoming professional development plan, and to discuss ideas for improvement.

23.6. Outside Professional Development: The Employer supports the professional development of its teachers and staff. To that end, the Employer will offer at least $300 for Bargaining Unit Members to attend approved outside professional development per year.

23.7. Professional Development Release Days: Bargaining unit members shall be provided with up to five (5) days of release time each year to attend professional development. Professional development release days shall be subject to Principal-approval, but such approval may not be unreasonably denied. All of these professional development release days shall be paid.

23.8. 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 accept feedback from the Professional Solutions Committee in determining the professional development needs of its teachers, in accordance with Article 6 - Committees.

23.9. **School Improvement/Professional Development Half Days:** Up to one meeting of the scheduled half days each month that are designated as school improvement/professional development half days can be used for teachers and support staff meetings and the balance of the half days will be used as determined by the Principal with input from the Professional Solutions Committee should the PSC provide input.
Article 24. Teacher Working Conditions

24.1. **Teacher Planning/Prep Time:** Bargaining unit members shall have a scheduled planning period of not less than the regular class period for that day that shall be used for self-directed classroom and instructional preparation. This planning period is part of the standard workday. The parties agree that all bargaining unit members shall be given at least one (1) self-directed planning period every day of the week. In addition to the scheduled self-directed planning period each day, bargaining unit members shall have no less than fifteen (15) minutes of self-directed planning time each morning before class beginning upon ratification of this agreement. Beginning in school year 2024-2025, teachers shall also have no less than fifteen (15) minutes of self-directed planning time each day after dismissal.

24.2. **Non-Instructional Classroom Supervision:** Non-Instructional classroom supervision is defined as work done by High School teachers, except for Alternative High School Campuses, during Learning Lab, Academic Advisory, Study Hall, PUMA time, etc. (Lunch duty, morning greeting, dismissal duty, and hallway duty are not examples of non-instructional classroom supervision and teachers shall not be required to carry out these duties.) Teachers shall not be responsible for creating materials for these non-instructional classroom supervisions.

24.3. **Instructional Periods and Preps/Course Load:** ASPIRA shall endeavor to schedule classes based on five (5) instructional periods per day. The parties, however, recognize the importance of ASPIRA maintaining flexibility in determining schedules. If ASPIRA determines a need for a different schedule, it shall have the right to implement such a schedule, consistent with Article 5 ("ASPIRA's Rights"), after discussing the issue with the Union and considering any alternatives. ASPIRA shall endeavor to schedule classes based on five (5) instructional periods per teacher per day with one (1) (but no more than three (3) prep(s). The parties agree that if there are more than more than five (5) instructional periods per teacher at any school, a discussion will occur with the Union to determine the appropriate additional compensation.

24.3.1. The Employer shall schedule classes based on five (5) instructional periods per teacher per day.

24.3.2. Beginning in the 2024-2025 school year, teaching staff members shall not have more than three (3) instructional periods in a row without a break for a preparation period or lunch, with the exception of partial instructional days.

24.3.3. **Course load:** Teachers shall be required to prepare for no more than three (3) preps per semester. Teachers may volunteer to prepare for more than three (3) preps a semester, in which case they shall be compensated an additional $3,000 per additional prep per semester. If a teacher has more than three (3) preps, administration will make their best effort to minimize clerical work created by the additional prep and to reduce the additional work of a third prep, such as not
teaching learning lab, sharing lesson plans, adjusting schedules the next semester, etc.

24.4. **Schedule Changes:** After the fifteenth instructional day, 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 (5) instructional days of notice prior to such change taking place. Within the five-day period, the teacher shall receive a minimum of ten (10) additional hours of planning and preparation time.

24.5. **Volunteer Additional Duties:** All Instructional Staff may opt to sign up for additional duties with Principal approval if offered and will be compensated at either the instructional or non-instructional rate, depending on the duty.

24.6. **Teaching Assignments for Next Year:** Teachers shall be allowed to submit in writing or via survey their course preferences prior to May 1. Preferences shall be taken into consideration when assigning teachers to classes for the following school year. More senior teachers’ preferences shall be honored first. Initial teaching assignments shall be shared with Teaching Staff by May 30 with the understanding that assignments are not final.

24.7. **Unit and Lesson Plans:** Each year, the Professional Solutions Committee shall work with administration to provide input for lesson plans and unit plans.

24.8. **Internal Substitution:** Teachers who internally substitute for any classes shall be paid at the Instructional Rate. Whenever a teacher performs internal substitution, they shall fill out a time sheet and shall be compensated on the next pay period.

   24.8.1. Internal substitution is defined as one teacher covering a class or duty for another teacher in lieu of a planning period or lunch period.

   24.8.2. In no circumstance shall a teacher substitute teach for more than one class or classroom at a time.
Article 25. Special Education Teachers and Case Managers

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

25.2. 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.

25.3. Special Education Teacher Caseloads and Responsibilities:

25.3.1. Caseloads: The caseload limit for Special Education Teachers shall be fifteen (15) students. In the event that ASPIRA must temporarily exceed this limit, the employee shall have the option of receiving an additional preparation period or the option to be paid an additional amount of thirty-five dollars ($35) per student for each month the caseload exceeds fifteen (15) students. The students on a special education teacher’s caseload will be in at least one of the classes taught or co-taught by that teacher. Special education teachers shall additionally receive a stipend of $500 for each IEP written above the maximum of fifteen (15).

25.3.2. Self-Contained Special Education Direct Instruction Classes: Special education teachers shall teach no more than two self-contained special education “direct instruction” classes (LRE 2 or LRE 3). If a teacher is assigned more than two direct instruction classes, that teacher must be excused from other responsibilities and duties, such as advisory, study hall, or Learning Lab.

25.3.3. Course load: Special education teachers shall teach and co-teach no more than two courses. Special education teachers shall teach and co-teach subjects for which they are highly qualified and feel comfortable teaching.

25.3.4. Preparation time: The Employer shall also provide two days a month with professional development time where special education teachers can meet with other staff or work on IEPs.

25.3.5. SPED Workdays: Up to five (5) 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, and collaborating with content level teachers on unit and lesson plans, as approved by the principal. Such approval shall not be unreasonably denied.

25.3.6. Scheduling: On a quarterly basis, each special education teacher will consult with the Director of Special Education or principal with regard to classes taught and
schedule, taking into account the teacher’s preference for either subject- or case load-based scheduling.

25.3.7. **Compliance**: By the end of each quarter, campus case managers will consult with the Director of Special Education or principal and the Professional Solutions Committee regarding special education caseload and class size ratios at each campus.

25.3.8. **Network-wide Planning Days**: Special education teachers and case managers shall be granted one network-wide planning day each semester to be scheduled in collaboration with the SPED team and school leadership. Special education teachers and case managers shall be free from all classroom duties on these days, allowing for planning and collaboration at each campus. Special Education planning day activities should be determined in collaboration with each campus Special Education Team.

25.3.9. **Lesson plans**:

a. Special education teachers in collaboration with general education co-teacher are responsible for preparing lesson plans.

b. For the purpose of lesson plan evaluation, special education teachers and case managers are evaluated on the portion(s) modified by the special education teacher or case manager.

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

25.3.11. **Classroom Setup**: Special Education teachers, coaches, and/or administrators will collaborate for the best classroom environment to meet the needs of the students whose primary support occurs in a direct instruction setting.

25.3.12. **Substitute Teaching**: Special Education teachers shall not be assigned as substitute teachers, but they may volunteer to substitute teach and shall be compensated for it.

25.4. **SPED class scheduling**: The case managers and administrators and special education teachers will meet prior to scheduling each year to work on class assignments and schedules 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. The case manager(s) and administrators shall make the final decision on caseloads and assignments. Special Education teachers and paraprofessionals shall be given their teaching and work assignments for the following school year by the end of the current school year, with the understanding that assignments may change.
25.5. **SPED class size limits:** Special Education class sizes shall be programmed as required by law, which is currently:

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

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

25.5.3. No more than eight (8) students when at least one student in the class spends more than 60% of their day in the special education setting (LRE 3). The Employer may increase the class size by a maximum of five (5) students when a paraprofessional or an apprentice is assigned for the entire class.

25.6. **Case Managers:** Bargaining unit members who perform case management duties can either be full-time case managers or can be part-time case managers who also teach part-time. Case management and teaching responsibilities shall be assigned and allocated based on the number of students with IEPs (inclusive of speech only IEPs) and 504s assigned to a Case Manager. Each student with an IEP (inclusive of speech only IEPs) will count as one, each student with a 504 will count as one. Case Manager allocations shall be in the following manner:

25.6.1. **Case manager caseload:**

a. Case managers who supervise fifty (50) or fewer IEPs will have 3 planning periods and 3 instructional periods per day.

b. Case managers who supervise between fifty-one (51) and seventy-nine (79) IEPs will have four (4) planning periods and two (2) instructional periods per day.

c. Case managers who supervise between eighty (80) and one hundred (100) IEPs will have five (5) planning periods and one instructional period per day.

d. Case managers who supervise more than one hundred (100) IEPs shall have six (6) planning periods and zero (0) instructional periods per day.

e. The planning period will be no less than the regular class period for that day. The planning period is part of the standard workday.
25.7. **Tuition Reimbursement Incentive**: Effective with the 2023-2024 school year Bargaining Unit Employees who are new enrollees in an ISBE approved Learning Behavior Specialist I endorsement program, and successfully achieve the LBS1 endorsement, shall be eligible for reimbursement of up to $6,000 a year for the cost of the program provided the employee remains employed by ASPIRA for as many years as they received the tuition reimbursement. ASPIRA shall provide payment within thirty (30) calendars days upon receipt of proof of endorsement and all related tuition receipts. Employees who resign prior to completion of these two additional years shall provide ASPIRA a prorated refund of the reimbursement. These unit members may be assigned to special education roles. For the 2022-2023 school year, 7.17.7 of the 19-22 CBA between the Parties will apply.

25.7.1. Section 7.17.7 of the 19-22 CBA states: Bargaining Unit Employees who enroll in an ISBE approved Learning Behavior Specialist I endorsement program, and successfully achieve the LBS1 endorsement, shall be eligible for reimbursement of up to $4,000 for the cost of the program provided the employee remains employed by ASPIRA for as many years as they received the tuition reimbursement. ASPIRA shall provide payment within thirty (30) calendars days upon receipt of proof of endorsement and all related tuition receipts. Employees who resign prior to completion of these two additional years shall provide ASPIRA a prorated refund of the reimbursement.

25.8. **Substitute coverage during IEP meetings**: The Employer will provide a substitute teacher for any teacher who must miss all of a class period in order to attend an IEP or 504 meeting. If a teacher must miss part of a class period in order to attend an IEP or 504 meeting, every effort will be made to provide a substitute teacher.
Article 26. Bilingual Education

26.1. **Definitions:** For the purposes of this article, the following definitions shall apply:

26.1.1. Bilingual self-contained classes are those that have all English language learners with the same native language. These classes should be taught by a bilingual teacher.

26.1.2. ESL co-taught/sheltered instruction classes are those that have both English language learners and native English speakers. These classes are across content areas and are taught by a content instructor and an ESL-endorsed or bilingual endorsed co-teacher.

26.1.3. An ESL-ELA class is a class with English language learners taught by a teacher with both an ESL and ELA endorsement. There is no co-teacher for this type of class.

26.2. **Class size language for ESL and bilingual classes:** In accordance with Illinois law, the student-teacher ratio in ESL and Bilingual classes shall not exceed 90% of the average student-teacher ratio in general education classes for the same grade.

26.2.1. In addition to the requirement above, the student-teacher ratio in ESL co-taught/sheltered instruction class shall not exceed 27 students.

26.2.2. The student-teacher ratio in bilingual self-contained class shall not exceed 27 students.

26.2.3. The student-teacher ratio in ESL-ELA class shall not exceed 24 students.

26.3. **English Learner Program Teacher (ELPT) positions:** ELPTs are 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, except that they may volunteer for this other work for a stipend (e.g., World Language Instruction, Substitute teaching, lunch duty, etc.).

26.3.1. ELPTs shall not be assigned to Learning Lab or any similar class unless they volunteer for this work.

26.3.2. ELPTs shall not be assigned as substitute teachers, but they may volunteer to substitute teach and shall be compensated for it.

26.3.3. On Wednesdays during professional development time, ELPTs shall be afforded time monthly to collaborate with their colleagues, co-teachers, and homeroom instructional staff.
26.3.4. ELPTs shall work in collaboration with the Administration to create the schedule for Bilingual/ESL students throughout the school year.

26.3.5. ELPTs who are asked to do additional leadership responsibilities that are outside the roles listed by OLCE shall be granted a leadership stipend as outlined in Article 17.

26.3.6. ELPTs shall coordinate the Access Test and Initial Screeners adhering to the CPS timeline for testing. The Screeners must be completed within 30 days of student enrollment with ASPIRA.

26.3.7. ELPTs shall be given time during the professional development days before each school year starts to create a schedule for initial screeners, parent notifications, updating Aspen profiles, etc.

26.4. **ELPT Staffing Ratios Beginning with the 2024-2025 School Year:**

26.4.1. For schools with 20-80 English Learners eligible for services. This means that the ELPT shall teach four periods a day, have one preparation periods, and one period dedicated to being an ELPT.

26.4.2. For schools with 81-200 English Learners eligible for services. This means that the ELPT shall teach three periods a day, have one preparation period, and two periods dedicated to being an ELPT.

26.4.3. For schools with 201 or more English Learners eligible for services, there shall be a full time ELPT position.

26.4.4. The employer shall use its best efforts to meet the above ratios for second semester of the 2023-2024 School Year but if it is unable to, it will provide the ELPT with an overload work stipend of $1,000.

26.5. **Teaching an Additional Sheltered Instruction or ESL Co-Taught Class:**

26.5.1. If there is no qualified teacher to teach an ESL/Bilingual Sheltered Instruction class or an ESL co taught class, such a vacancy shall be posted with at least two weeks of prior notice across the Network.

26.5.2. If an ELPT agrees to add an additional, regularly scheduled class to their course load, and that class is an ESL/Bilingual Sheltered Instruction class or an ESL cotahught class, such teacher shall be additionally compensated at the rate of 15% of their annual salary for each additional class.

26.5.3. Teachers who volunteer to cover a class for a partial year shall be compensated at a fractional equivalent of the time served out of the total number of instructional days.
26.5.4. The agreement to teach a regularly scheduled additional class is voluntary on the part of the teacher.

26.6. **Stipends:** In addition to the regular teacher salary, ELPTs will receive an additional stipend, per semester, based on the number of students eligible for English language services.

   a. For schools with 1-49 English Learners eligible for services, the stipend shall be $1,000 per semester.

   b. For schools with 50-99 English Learners eligible for services, the stipend shall be $1,500 per semester.

   c. For schools with 100-199 English Learners eligible for services, the stipend shall be $2,500 per semester.

   d. For schools with 200-249 English Learners eligible for services, the stipend shall be $3,000 per semester.

   e. For schools with 250 or more English Learners eligible for services, the stipend shall be $3,500 per semester, provided the ELPT voluntarily teaches one course.

26.7. **Bilingual and ESL Teachers:**

   26.7.1. A bilingual or ESL teacher who provides daily push-in support, shall be considered a co-teacher.

   26.7.2. On Wednesdays during professional development time, Bilingual Teachers and ESL teachers shall be afforded time monthly to collaborate with their colleagues, co-teachers, and homeroom instructional staff.

   26.7.3. Teachers who have an ESL or Bilingual endorsement shall be paid an extra $1,000 a semester to teach ESL/Bilingual classes.

26.8. **Bilingual Education Committee:** A standing Bilingual Education committee shall be created by school year 2023-2024 to oversee implementation of ESL/Bilingual services.

26.9. **Interpretation Stipends:** If a bargaining unit member provides interpretation services for an IEP meeting or other meeting, they shall be compensated at the non-instructional rate. Bargaining unit members may seek tuition reimbursement up to $1,000 to receive IEP interpretation qualifications.
Article 27. Summer School

27.1. Summer School Credit Recovery:

27.1.1. If Summer School or Summer Credit Recovery is offered by the Employer, bargaining unit members shall be offered the opportunity to teach summer school for the complete summer term, not to exceed six (6) weeks, 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. A bargaining unit member cannot work summer credit recovery school for more than consecutive two years unless no other bargaining unit member applies for the position.

27.1.2. The rate of pay for members shall as stipulated per Article 15, Compensation. Summer School and Summer Credit Recovery positions shall be compensated the same.

27.1.3. 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 and for all the hours they are expected to be available to students (e.g., online office hours).

27.1.4. Summer School will be a minimum of sixty (60) hours of instruction.

27.1.5. Summer school class sizes are not to exceed 25 students.

27.1.6. Members teaching summer school or summer school credit recovery 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 46.
Article 28. Counselors and Mentors

28.1. **Counselor Caseloads:** The Parties agree that smaller caseloads better enable counselors and mentors to develop more personal relationships with students. To that end, the Employer shall endeavor to maintain a maximum counselor and mentor ratio of one per two hundred seventy-five (275) students. The Employer may assign counselors to more than one, but not more than two, campuses in order to achieve caseloads.

28.1.1. At schools that do not meet the above requirement for at least 15 work days, counselors at that school shall receive the Counselor (Overload) Stipend of $2,000 per semester.

28.2. **Mentor Caseloads:** At Pantoja, there shall be at least one counselor or mentor for every 75 students or fraction thereof.

28.2.1. In the event they do not meet this requirement for at least fifteen work days, the mentor or counselor shall receive the Counselor Overload stipend set forth above.

28.3. **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 (this does not include providing supports for students taking exams), recess monitors, 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 but may be required to provide data for student supports. No counselor or mentor shall be used as a supplemental administrator for discipline. The counselor and mentor shall be provided time during the work day to collaborate with other educators, parents, and the community to support student achievement.

28.4. **Workspace:** Counselors and mentors shall be provided use, as needed, of a workspace at each campus 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.

28.5. **Professional Development:** The Employer shall provide relevant professional development to counselors and mentors to promote positive student and school outcomes. The Employer shall survey counselor and mentor professional development needs annually. Counseling staff are encouraged to attend outside professional development outside, without loss of salary or benefit days, provided employees obtain prior approval of their assigned principal.
Article 29. Social Worker Working Conditions

29.1. Responsibilities: In programming and directing the work of a social worker, a Director of Student Services and/or designee shall assign duties to the social worker that are consistent with the recommendations of the School Social Work Association of America. As such, in order to maximize a social worker’s time working with their caseload, social workers shall not be required to act as advisors, exam proctors (this does not include providing supports for students taking exams), recess monitors, hallway monitors, lunch monitors, or substitute teachers and shall not be assigned a study hall. No social worker shall be used as a supplemental administrator for discipline. The social worker shall be provided time during the work day to collaborate with other educators, parents, and the community to support student achievement.

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

29.3. Professional Development: The Employer shall provide relevant professional development to social workers to promote positive student and school outcomes. The Employer shall survey social worker professional development needs annually. Social workers are encouraged to attend outside professional development outside, without loss of salary or benefit days, provided employees obtain prior approval of their assigned principal.
Article 30. Additional Staffing

30.1. Academic Interventionists: By school year 2024-2025, the Employer will endeavor to hire at least one Academic Interventionist for the network.

30.1.1. Academic Interventionists shall follow the same school calendar and same workday as Teachers at their building.

30.1.2. Interventionists’ prep and lunch period shall be equal to that of teachers.

30.1.3. Interventionists shall not be required to monitor recess or lunch duty.

30.1.4. Interventionists shall only be used to substitute teach on a voluntary basis and shall be compensated at the substitute hourly rate as outlined in Article 15.

30.2. Social worker staffing:

30.2.1. The Employer shall maintain at least the current network social worker unless overall funding from CPS for the ASPIRA network, excluding ESSER funds, drops by more than 10%.

30.2.2. If funding does not drop by more than 10%, the Employer will have a goal of having two network social workers by the beginning of the 2024-2025 school year.

30.2.3. If funding does not drop by more than 10%, then by the end of the 2025-2026 school year the Employer shall make every effort to have two full-time network social workers.

30.3. Nurse staffing: Each school shall have a nurse for at least the equivalent of three (3) days each week.
Article 31. PSRP Working Conditions

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

31.1.1. Professional development and orientation: At the beginning of the year, or before serving in a classroom, shall receive professional development on the following items:

- Tour of the school
- Explanation and training on job duties and responsibilities
- How to read and implement an IEP/504
- Assistive technology training, as needed
- Disability training and anything relevant to supporting the students on paraprofessionals’ caseload
- Behavior intervention, Social-Emotional Learning and Positive Verbal De-escalation training

31.2. Student IEPs and 504s: All PSRPs 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. If a PSRP is assigned to support an entire classroom, the PSRP shall be given a list of all students with IEPs and 504s along with identifying key issues, accommodations, and modifications that should be provided to those students.

31.3. Supervision duties: Except for Haugan, paraprofessionals shall not be assigned before school, lunch, or recess supervision duties, but may volunteer for supervision duty as a stipended role.

31.4. Job Duties: Utilization of all PSRPs shall be in conformity with job descriptions and responsibilities.

31.4.1. Outside duties: If a PSRP member is asked to do tasks and assignments outside the normal responsibilities of their position (and not including substitute teaching), they shall be compensated additionally at the non-instructional rate.
31.5. **Internal Substitution**: Paraprofessionals who internally substitute for any classes shall be paid at the Instructional Rate. Whenever a Bargaining Unit member performs internal substitution, they shall fill out a time sheet and shall be compensated on the next pay period.

31.5.1. Internal substitution is defined as one bargaining unit member covering a class or duty for another Bargaining Unit Member in lieu of a planning period or lunch period.

31.5.2. PSRPs shall not substitute teach during times when they are already assigned to work with students. If the student that a one-to-one paraprofessional works with is absent, the paraprofessional can volunteer to substitute teach, and shall be paid at the instructional rate of pay, or the paraprofessional can remain in their normal classrooms helping the class overall.

31.5.3. In no circumstance shall a bargaining unit member substitute teach for more than one class or classroom at a time.

31.6. **PSRP Scheduling**: See Article 25, Special Education Teachers and Case Managers for details on how paraprofessionals are assigned for the following school year. Paraprofessionals will generally have the same responsibilities day-to-day and week-to-week, except that they may need to provide coverage for students due to absences. At the end of each quarter, the Director of Special Education or the campus principal will meet with each paraprofessional to determine if their responsibilities will change for the next quarter or remain the same.

31.7. **Preparation Periods for Paraprofessionals and TAs**: Dedicated preparation time for PSRPs shall include a minimum of twenty-five (25) continuous minutes of uninterrupted non-instructional preparation time during the workday, excluding professional development and staff meeting times. This preparation period may be used for data entry for progress monitoring, for collaborating with classroom teachers and other PSRPs, calling home for specific students, etc.

31.8. **Special Education Staff Meetings**: Paraprofessionals shall be included in special education staff meetings as directed by the Employer.

31.9. **Workspace**: The Employer will provide adequate workspaces for all PSRPs including those assigned to multiple campuses, 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.

31.10. **Administration of Medication**: Except for the Delegated Care Aide or a paraprofessional with appropriate training, No PSRP shall be required to administer medication.
31.11. **Accountability:** Bargaining Unit Members are encouraged to report to the Employer when they believe a student is not receiving appropriate special education services as identified in the student’s plan. Bargaining Unit Members shall not be subject to any retaliation for making such reports to the Director of Student Services or designee.
Article 32. Class Size

32.1. **Definition:** In school year 2023-2024, "Maximum Campus Staffing Ratio" means 30 students per classroom teacher. Beginning in school year 2024-2025, "Maximum Campus Staffing Ratio" means 29 students per classroom teacher.

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

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

32.4. **Compensation:** If, after the full enrollment date, the aggregate class size for the teacher exceeds the maximum campus staffing ratio, the parties agree that the affected Bargaining Unit Member shall be paid an additional amount of five dollars ($5.00) per student per day for students above the aggregate ratio. This means that the teacher shall receive $5 per student per day for every student above 150 for school year 2023-2024 and for every student above 145 beginning in school year 2024-2025.

32.5. **Cap/Maximum:**

   a. Beginning in school year 2024-2025, the maximum number of students in any high school class will be 34 and the maximum number of students in any middle school class will be 32. If the Employer exceeds this maximum, the affected teacher shall be paid an additional amount of eight dollars ($8.00) per student per day for students above the maximum.

   b. If both the class size maximum and the aggregate ratio are exceeded, the teacher shall receive the specified compensation for both.

   c. The PSC shall meet within 14 days of September 30th to review alternative student assignment options to relieve the cap limitations. If a class exceeds the cap starting midsemester, either administration or the affected member will notify the PSC. Within 14 days of notice, the PSC shall meet to review alternative student assignment options to relieve the cap limitations.

32.6. **Materials and Equipment:** Any issues regarding adequate equipment and materials for classes shall be addressed with the PSC.

32.7. **Special Education Class size:** Special Education class sizes shall be programmed as required by law, which is currently:
32.7.1. No more than 15 students when all students spend less than 20% of their day in the special education setting (LRE 1). The Employer may increase the class size by a maximum of 2 students when an apprentice is assigned for the entire class.

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

32.7.3. No more than 8 students when at least one student in the class spends more than 60% of his/her day in the special education setting (LRE 3). The Employer may increase the class size by a maximum of 5 students when an apprentice is assigned for the entire class.
Article 33. Substitute Teaching

33.1. Building Substitutes: A Building Substitute Teacher, is a person with an ISBE substitute license or PEL who is employed full-time on a school-year basis and who is assigned to work the same work year as teachers. Building substitutes may be converted to long-term substitutes to fill a vacancy. If a building substitute is working as a long-term substitute for any portion of their day, all long-term substitute conditions and benefits listed below shall apply.

33.1.1. Provisional Period for Building Substitutes: The employment of Building Substitute Teachers in their first semester 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.

33.1.2. Building Substitute Employment Criteria: The Employer shall establish criteria to be used in the selection and retention of Building Substitute Teachers.

33.1.3. Building Substitute Rates: The following rates will apply for daily building substitutes who are not otherwise assigned as a long-term substitute:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Flat Rate per Day</th>
</tr>
</thead>
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<tr>
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<tr>
<td>July 1, 2024</td>
<td>$275.00</td>
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<tr>
<td>July 1, 2025</td>
<td>$300.00</td>
</tr>
<tr>
<td>July 1, 2026</td>
<td>$325.00</td>
</tr>
</tbody>
</table>

33.2. Long-Term Substitutes (Outside Hires): 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 on a monthly 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.

33.2.1. Compensation for Long-Term Substitutes: The pay rate for long-term substitute teachers will be the same as bargaining unit members classified as Teaching Staff, reflective of education and relevant experience according to Article 15 – Compensation.
33.2.2. **Working Conditions for Long-Term Substitutes:** The working conditions of long-term substitute teachers will be the same as bargaining unit member Teaching Staff, including work hours, required meetings, paperwork, job qualifications, etc.

33.2.3. **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.

33.2.4. **Healthcare and Benefits:** Long-term Substitutes shall be eligible for all healthcare and benefits outlined in this Agreement.

33.3. **Long-Term Substitutes (Current Members):** The parties agree that it is preferable to hire additional members to fill long-term substitute positions in lieu of using current members. However, in lieu of using contracted substitutes, there may be times when current members need to fill a long-term substitute position. In this event, the following will apply:

33.3.1. Bargaining unit members may volunteer to long-term substitute teach and be paid in accordance with the appropriate Step and Lane, reflective of their education and experience.

33.3.2. All bargaining unit members who serve as a long-term substitute will be released from their responsibilities in their current position and given additional support by administration for daily lesson plans and grading as requested by the member.

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

33.3.4. Except in cases of emergency where no other teachers are available or through voluntary action, Special Education Teachers shall not be assigned as substitute teachers.

33.4. **Internal Substitute Services:**

33.4.1. See Article 24, Teacher Working Conditions, “Internal Substitute Teaching”, for details about internal substitute teaching for teachers.

33.4.2. 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 fifty ($50) dollars per hour. A special education teacher shall not substitute for the general education teacher for more than two consecutive workdays and no more than six workdays in any given month.
33.4.3. See Article 31, PSRP Working Conditions, “Internal Substitution”, for details about support staff performing internal substitute teaching.

33.4.4. In no circumstance shall a bargaining unit member substitute teach for more than one class or classroom at a time. Class size limits shall apply to all classes, including a class where a substitute teacher is assigned.

33.5. **Substitute Teacher Services Coordination**: Any bargaining unit employee required to perform substitute teacher services coordination outside of workday hours will be paid an annual stipend of $950.

33.6. **Supervising Substitute Teachers**: PSRPs and other Substitute Teachers shall not be used to organize, orient, direct, or otherwise supervise substitute teachers. Paraprofessionals shall not be responsible for organizing sub plans for any teacher.

33.7. **Filling Vacancies**:

33.7.1. The Parties recognize that there are circumstances when it may be necessary and in the best interest of students (i.e., for difficult to fill positions or to ensure classroom coverage) for the Employer to utilize temporary employees or substitute teachers. The Employer will not, however, intentionally utilize temporary or building substitute teachers in order to intentionally avoid filling permanent Bargaining Unit Member positions, or job openings that recur on a regular basis and/or that remain open more than thirty (30) workdays at a time. Nothing herein limits the Employer’s ability to fill Temporary Vacancies within the Bargaining Unit.

33.7.2. "Temporary vacancies" within the Bargaining Unit are defined as Bargaining Unit Member job vacancies that may periodically develop in any job classification that do not exceed thirty (30) workdays, excluding vacancies created as a result of Parental Leave and/or leave taken pursuant to the FMLA.

33.7.3. For any vacancy that exceeds thirty (30) workdays, or for any vacancy created as a result of Parental Leave and/or leave taken pursuant to the FMLA, the Employer shall either hire a Long-Term Substitute Teacher or hire someone into the position directly.

33.7.4. The Employer shall compensate any temporary employee or substitute teacher filling a job vacancy that has existed for more than thirty (30) workdays at the regular rate of pay and benefits for that position under the salary schedule in Article 15 of this Agreement.

33.7.5. After sixty (60) workdays, a Long-term Substitute Teacher shall be hired into the regular bargaining unit teaching position, provided it is not encumbered by an incumbent employee on an approved leave of absence.
33.7.6. If a Long-Term Substitute Teacher cannot be hired into the regular teaching position because it is not legally allowable due to certification or level of education, the employee shall still receive the regular rate of pay and benefits for that position under the salary schedule in Article 15 - Compensation, of this Agreement and shall have the same working conditions as Teachers.
Article 34.  Culturally Relevant Education

34.1. Culturally relevant curriculum shall be a standing item on the Professional Solutions Committee agenda, or relevant PSC subcommittee, so as to provide culturally relevant education to all students. The Employer will provide resources as agreed upon by the PSC for this purpose. Materials will be ordered within thirty (30) days after a recommendation by the PSC and final approval by the Principal and Administration. Such curriculum shall include, where appropriate, information on the contributions of diverse groups, including but not limited to, Black, Native American, Latino, Asian American and Pacific Islander, and other minority groups including LGBTQIA+, women, peoples of diverse socio-economic statuses, diverse language learners, and diverse ability groups 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. Instructional staff shall ensure classroom instruction is culturally relevant with pedagogy grounded in developing and affirming cultural competence by relating course content to students’ individual and collective cultural contexts.
Article 35. Diversity and Inclusion

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

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

35.3. When the employer seeks candidates for vacant positions, consistent with applicable law, regulatory obligations, the Vacancies Article (Article 44), 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.

35.4. The Employer shall designate mandatory training sessions for all staff, focused on racial equity, gender equity, and Title IX procedures approved by the PSC. Additionally, all staff shall receive training on trauma-informed education, at least once per year. The PSC and/or Diversity & Inclusion subcommittee will discuss recommendations for the focus of the training sessions and the vendors/organizations conducting professional development and training.

35.5. If it chooses, the Union may also submit additional training opportunities to the Principal or the Employer in writing. If the Union submits such recommendations, the Principal or the Employer shall respond in writing to any such recommendations prior to the close of registration for the suggested training.

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

35.7. The Professional Solutions Committee, or Union, shall annually conduct an anonymous survey of all staff to evaluate overall employee satisfaction with the employer’s work culture as outlined in Article 6, Committees. Findings of the survey will be shared with both the Professional Solutions Committee and the Diversity & Inclusion subcommittee, to inform their recommendations.

35.8. Upon request, the Employer will provide staff demographic data and retention trends annually to the members of the PSC or the Diversity & Inclusion subcommittee to support their recommendations.

35.9. Bargaining unit members who participate in an exit interview may elect to have a Union representative present during the exit interview.
Article 36. Sanctuary Schools

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

36.2. 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.

36.3. 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.

36.4. The Employer and Union jointly declare that the buildings 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.

36.5. To foster trust, School personnel shall comply with CPS enrollment guidelines pursuant to the Family Education Rights and Privacy Act (“FERPA”), which prohibits disclosure, without parental consent, of 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.

36.6. Pursuant to Illinois and Federal law, upon request by ICE agents to enter school grounds or to obtain or review the school’s or Employer’s records, the Employer will 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.

36.7. In the spirit of commitment to the law, 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.

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

36.9. The Employer’s employees shall not face any Employer discipline for following the policies contained in this Article.
36.10. The provisions contained within this article shall in no way prohibit the Employer from honoring and complying with a duly authorized warrant and in no way shall obligate the Employer or any of its agents to violate any State or Federal statutes.
Article 37. Sanctuary Employer

37.1. 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 pending and possible threats to the immigration status of staff and students, the Employer and the Union agree to the following:

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

37.1.2. Upon written request, the Employer may provide resources for any employee who has received a work authorization document under DACA (“affected employee”) in order to determine the extent to which said employee’s work status will be affected by the termination of DACA and whether said employee may be eligible for any employment-based immigrant or non-immigrant visas.

37.1.3. Upon written request, an affected employee shall be released for up to ten (10) unpaid working days in order to attend to immigration or citizenship status matters for the employee or the employee’s parents, children, spouse, or partner. The Employer may request verification of such absence, as long as such a request does not violate paragraph 37.1.1.

37.1.4. 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 or comparable 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, to the extent possible, for which the employee is qualified at that position’s salary.
Article 38. LGBTQ+ Safe Schools

38.1. The Parties share the goal of wanting school to be a place where the identities of students and staff are respected, valued, and affirmed. School staff shall not disclose information that may reveal a student’s transgender or non-binary identity or gender nonconforming presentation to others without the student’s consent or unless authorized by the Law Department. 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.

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

38.2.1. The Employer will follow the CPS Guidelines Regarding Transgender and Gender Non-Conforming Students, or any updated guidelines created by CPS. The content of the guidelines shall not be subject to the grievance procedure.

38.2.2. The Employer will adopt CPS Guidance Regarding the Support of Transgender and Gender Nonconforming Students and maintain the privacy rights that are outlined in that section.

38.2.3. 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 will be encouraged to ask students about how staff should refer to the student when interacting with family members before all events that include family members.

38.2.4. The Employer will select a volunteer staff member, in consultation with the Professional Solutions Committee, if the PSC chooses to make a recommendation, to perform Gender Support Coordinator duties and responsibilities. The person 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 person performing the Gender Support Coordinator duties and responsibilities will also serve on the Diversity & Inclusion subcommittee or will join the Professional Solutions Committee as a guest when relevant issues arise. The person performing the Gender Support Coordinator duties and responsibilities will be given release time to attend relevant professional development.

38.2.5. The Employer shall provide an (Activity) stipend for bargaining unit members who supervise a Gender & Sexualities Alliance if there is a bargaining unit member willing to supervise and the Gender & Sexualities Alliance exists. The faculty sponsor of the GSA will also serve on the Diversity & Inclusion subcommittee, if they so choose and if one exists.
38.2.6. The Employer will adopt and maintain anti-bullying policies that includes language that specifically prohibits harassment based on gender identity, sexual orientation, and gender expression. The policies will give examples of harassment based on actual or perceived sexual orientation and gender identity.

38.2.7. The Employer shall provide time in the first and third quarter for teachers to deliver anti-bullying and diversity education to students.

38.2.8. All staff will undergo mandatory anti-bullying and diversity education during the first quarter. Anti-bullying training will include a specific focus on preventing and responding to bullying incidents involving LGBTQ students.

38.2.9. The Employer will follow the Guidelines Regarding the Support of Transgender and Gender Nonconforming Students when making restrooms available to students at each campus. 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.
Article 39. Restorative Justice Practices

39.1. Restorative Practices: The Employer and the Union share a commitment to the implementation of restorative practices in our schools in conjunction with a defined discipline system. To that end, school culture may be an item on the Professional Solutions Committee agenda. The PSC, or an assigned subcommittee, may study and make recommendations with respect to student discipline, truancy, and school safety issues.

The Employer will receive and respond to recommendations from the PSC to improve the culture and climate of the school in order to implement the school’s commitment to restorative practices, social emotional learning, safety, and security.

The Employer will make every effort to maintain a physical space at each school dedicated to Restorative Justice practices, peace circles, etc.

The Employer and the Union will seek to work collaboratively with local restorative practice community trainers and provide opportunities to train individual teachers on restorative practices. Training will be provided at least annually.

39.2. Commitment of Resources: The commitment of resources for this work may include, without limitation:

- Medical or mental health services available to the school community
- The expansion of facility use for students or the school community
- Social-emotional supports/trauma interventions
- Voluntary parent mentor and home visit program
- A certified Restorative Justice Coordinator, per school
- Provision of professional development for parents, students and staff
- Clinical services and community programming
Article 40. Professional Development & Equity Collaborative

40.1. 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.

40.2. To effectuate these purposes, 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 two times per year, unless mutually agreed upon to meet more.

40.3. The PD & Equity Collaborative’s goals are to utilize high quality professional development to advance anti-racism in our schools, and to equip schools with the analysis, recommendations, tools and supports needed to create anti-racist classrooms and school environments, and such other purposes that are lawfully conferred on the PD & Equity Collaborative. The PD & Equity Collaborative shall also work to maintain and increase educator diversity, monitor and improve teacher retention, and foster safe and inclusive school climates.

40.4. To effectuate these purposes, the PD & Equity Collaborative will evaluate the feasibility of establishing a Professional Development & Equity Governing Document. The Governing Document established by the PD & Equity Collaborative shall conform the following:

40.4.1. The Governing Document shall be established for the purpose of addressing professional development needs of CTU bargaining unit employees, work force needs of participating employers (collectively “Participating Employers”), the development of anti-racist educational tools, and addressing racial inequities in Chicago’s Charter and Contract schools.

40.4.2. The Collaborative may seek funding for its functions through internal or external sources.
Article 41. Students in Temporary Living Situations (STLS) Supports

41.1. **Purpose:** The purpose of this policy is to ensure compliance with the McKinney-Vento Homeless Education Assistance Act, 42 U.S.C. §11431 et seq. (“McKinney-Vento”); the Illinois Education for Homeless Children Act, 105 ILCS 45/1-1 et seq (“IEHCA”); and Chicago Public School’s Education of Homeless Children and Youth Policy, §702.5, Board Report 16-0427-PO1.

41.2. **STLS Advocates:** Beginning for the 2024-2025 school year, the Employer shall use its best efforts to fund a full-time STLS Advocate or shall assign STLS Advocate duties to an appropriate non-bargaining unit administrator at each school with at least one hundred and fifty (150) students in temporary living situations (STLS). Student numbers shall be based on the previous year’s and the current year’s total number of students in the school who qualify as Students in Temporary Living Situations. The STLS Advocate will be responsible for STLS coordination and actively work to remove barriers to enrollment, healthcare intervention, provide support and resources for families to access housing, early intervention, attendance and success, and all other responsibilities per federal guidelines for students with the STLS designation.

41.3. **STLS Liaisons:** There will be at least one designated STLS liaison at each campus according to the numbers and stipends listed below. The employer will offer the staff the opportunity to serve in such a role. The opportunity to serve in the STLS liaison role shall be emailed out to staff each year and staff shall be encouraged to apply if interested in the role. If no one applies for the role, the Employer shall appoint someone from the staff to serve as the STLS Liaison.

41.4. **STLS Liaison Stipends:** The Employer shall also provide paid stipends in the amount of at least $1,000 per semester to bargaining unit STLS Liaisons. The Stipend will be paid out at the end of each semester, according to the following schedule:

- 1 stipend for each school with 1 to 25 qualifying students in temporary living situations in total
- 2 stipends for each school with 26 to 40 qualifying students in total
- 3 stipends for each school with 41 to 74 qualifying students in total

These stipends can be distributed across multiple people serving as an STLS Liaison or to one person.

41.5. **STLS Advocates and STLS Liaison Responsibilities:** The primary responsibilities while performing STLS work for the STLS Liaisons and the STLS Advocate include working with families to determine STLS status, enrolling students in school and in the STLS program, and distributing bus cards to students. These employees are also responsible for maintaining ongoing communications with STLS students and families and providing these families with
referrals to District, school, and community resources that may address barriers to enrollment, attendance, and success in school.
Article 42. Green Schools

42.1. **Purpose:** To strive for compliance with Chicago Public Schools’ Climate Action Plan to “conserve, protect and sustain resources to provide healthy and high performing facilities that meet or exceed energy efficiency standards, bring real-world energy and sustainability challenges and solutions into the classroom, and encourage community engagement to address the climate crisis.” To mitigate and prepare for the unfolding climate crisis and to outline the improvements to buildings.

42.2. **Green Schools Committee:** Considering that all charter operators receive funding to enhance and maintain healthy facilities, the Employer shall create a Green Schools Committee or PSC sub-committee, comprised of bargaining unit members, determined by the union, and administrative members, determined by the Employer. The GSC shall receive notification of Employer-owned environmentally-related facilities projects and upgrades that are at or above $7,000. The GSC may make recommendations on how to increase environmentally sound construction, remediation, and investments.

42.2.1. The Employer will make its best efforts to remediate Employer-owned school buildings for lead, asbestos, and mold. The Employer will make its best efforts to remediate all detectable levels of lead from school drinking water fountains by installing filtration stations on all buildings affected by identified high lead levels of lead. The results of these tests shall be provided to the Union upon availability.

42.2.2. The Employer will make its best efforts to install or update electric, energy efficient heating and cooling systems in Employer-owned school buildings as needed.

42.3. **Information sharing:** The Employer shall share all facilities funding, grants, proposals with the union and the GSC to align with this language prior to approving future projects.
Article 43. Layoff, Recall, Seniority and Reinstatement

43.1. Definition of Seniority: “Seniority” is defined as the amount of service with the Employer beginning with the latest date of hire, with exceptions as outlined in 13.4 and 13.5.

43.2. Notice to the Union: For layoffs that occur during the school year, the Employer shall notify the Union of any proposed layoffs thirty (30) days prior and shall seek the Union’s views on the matter prior to taking action. For layoffs that are anticipated for next school year, the Employer shall notify the Union and employees of the layoff at least two weeks before the last day of staff attendance.

43.3. Compensation for layoffs during the school year: If layoffs occur during the school year, affected bargaining unit members shall be given 30 days’ notice and offered a position as a full-time substitute teacher with full benefits, provided a sub vacancy exists. If no vacancy exists, the member shall be provided with 30 days’ pay if the employer fails to give 30 days’ notice.

43.4. Layoffs: Should layoffs be necessary for lack of work or lack of funds, the Employer will give affected employees, including paraprofessionals, written notice of honorable dismissal and the reason for such dismissal by mail or personal delivery no later than June 1. The Employer, taking into account specific teaching needs determined in its discretion and assessment of student needs, scheduling demands, and subject matter needs, will lay off employees by school within a subject area or employee classification in the following order:

- First: All contract teachers and long-term subs in the order determined by the Employer;
- Employees rated unsatisfactory who have not fulfilled their remediation plan;
- Third: All other bargaining unit members in reverse order of seniority.

If an employee within a subject area or position classification is qualified for employment in another position, the employee shall have the right to bump less senior employees.

43.5. Redefinition: If the Employer changes the license, endorsement, or qualification requirements for any bargaining unit position, the incumbent bargaining unit employee in any such position shall be afforded a reasonable period of time and the employer will consider providing funding on a case-by-case basis to attain any newly required credential(s).

43.6. Recall of Bargaining Unit Positions: Laid off employees not on remediation shall have recall rights for a period of 36 months from the date of written notice of honorable dismissal. Recall rights extend only to positions for which employees are qualified to teach for the following school term. Recall decisions shall take into account specific teaching
needs determined by the Employer’s assessment of student needs, scheduling demands, and subject matter needs. Laid off bargaining unit members eligible for recall shall be allowed 72 hours to respond to a job offer. Should a bargaining unit member request to be removed from the recall list and/or fail to respond to two (2) recall opportunities, the Employer will no longer provide them with notice of recall opportunities. Recall rights shall be applied through reverse seniority order and will apply to any vacant position on any campus for which the employee possesses the requisite qualifications.

43.7. **Reinstatement:** If a bargaining unit member resigns or is laid off, and subsequently is rehired by the Employer within two (2) years of separation, the bargaining unit member’s prior accrued seniority will be recognized upon rehire.

43.7.1. The bargaining unit member who returns within two (2) years shall be restored to the appropriate salary schedule step and lane. Step and lane adjustment shall be applied for any relevant work experience and/or educational attainment acquired after resignation or layoff.

43.7.2. A bargaining unit member who held non-provisional status when leaving the bargaining unit shall maintain that status upon return to the bargaining unit.

43.8. **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:

43.8.1. Shall be placed in the salary schedule lane in accordance with their level of education and at the salary schedule step that they were at previously plus the additional years working with the Employer.

43.8.2. The employee’s seniority will be based on their years of employment with the Employer.

43.8.3. If the employee held non-provisional status when they left the bargaining unit shall maintain that status upon return to the bargaining unit.
Article 44. Vacancies

44.1. Definition of 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 take 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 decides that a new position is needed or that an existing position needs to be filled.

44.1.1. If the Employer determines a new bargaining unit position is necessary, the job description for that position will be shared with the Union prior to the job being posted.

44.2. Notice of Vacancies: Whenever the Employer intends to fill a job vacancy for a bargaining unit position as defined below, a notice of such vacancy shall be sent by email to all bargaining unit members. The vacancy shall also be posted publicly and bargaining unit members may have the opportunity to apply for the vacancy. Except in an emergency, the vacant position shall be filled no sooner than ten (10) days after the position is posted, except as otherwise allowed by this Article.

44.2.1. The vacancy notice shall set forth the required knowledge, skills, ability, work location, hours and days off, job description, and any other requirements for the job. The notice will also state if the position is a bargaining unit position.

44.2.2. If bargaining unit members apply for the job vacancy and are qualified for the position, the Employer shall interview qualified bargaining unit members.

44.2.3. Participation in the hiring process by bargaining unit members shall follow the details outlined in Article 6, Committees.

44.3. 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) workdays, excluding vacancies created as a result of Parental Leave and/or leave taken pursuant to the FMLA.

44.3.1. The Employer shall use its best efforts to not fill any job vacancy with a temporary employee or substitute teacher for more than thirty (30) workdays.

44.4. Long-Term Substitute Teachers: For any vacancy that exceeds thirty (30) workdays, or for any vacancy created as a result of Parental Leave and/or leave taken pursuant to the FMLA, the Employer shall either hire a Long-Term Substitute Teacher or hire someone into the position directly. If the Employer has made a good-faith effort to fulfill this requirement and has been unsuccessful, the Employer may fill the position through a third-party contractor or agency.
44.5. The Employer shall compensate any temporary employee or substitute teacher hired directly by ASPIRA to fill a job vacancy that has existed for more than thirty (30) workdays at the regular rate of pay and benefits for that position under the salary schedule in Article 16 of this Agreement and according to the terms laid out in Article 15, Compensation.

44.6. After sixty (60) work days, a Long-term Substitute Teacher hired directly by ASPIRA shall be hired into the regular bargaining unit teaching position, provided it is not encumbered by an incumbent employee on an approved leave of absence.

44.7. If a Long-Term Substitute Teacher cannot be hired into the regular teaching position because it is not legally allowable due to certification or level of education, the employee shall still receive the regular rate of pay and benefits for that position under the salary schedule in Article 15, Compensation, of this Agreement and shall have the same working conditions as Teachers.
Article 45. Preservation of Agreement

45.1. **No Strikes or Lockouts:** During the Term of this Agreement, the Parties agree that the Bargaining Unit Members shall not engage in a strike, slowdown, or any other work stoppage, and the Union shall not instigate, encourage or condone the same. Further, the Employer agrees that it shall not lockout its employees.

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

45.2.1. This Agreement shall be binding upon any entity that acquires the assets or operations of the Employer through purchase, merger or other action. The acquiring entity shall be informed regarding the existence of this Agreement and shall consent to be bound during the term of this Agreement no less than ten (10) days prior to the acquisition. The Employer shall give written notice to the Union no less than twenty (20) days prior to any action described in this paragraph.

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

45.4. **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 rule 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 provisions of this Agreement shall not be affected by such removal and, to the greatest extent possible consistent with applicable law, shall be interpreted to give effect to the intention of the Parties as evidenced by the Agreement. This Agreement shall thereupon be reopened to the extent necessary to allow the parties an opportunity to negotiate a lawful replacement to each voided provision, to the extent possible.
Article 46. Evaluation

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

46.2. **Teacher Evaluation:** Both informal and formal observations provide a foundation for establishing meaningful opportunities to improve their instructional practices, support student learning and engage in professional conversations that benefit both staff and students.

46.3. **Orientation:**

46.3.1. The evaluation process will be communicated to all teaching staff with clearly defined expectations for all the domains of Danielson before the school year starts. New staff will review the ASPIRA Teacher Evaluation Process with their principal or designee prior to being observed for evaluation. A yearly refresher will be presented during the professional development days at the start of each school year and will include the ASPIRA Teacher Evaluation Process and all relevant forms and rubrics. Staff hired after the start of the school year will receive the Teacher Evaluation Process with relevant forms and rubrics within ten (10) business days of their employment.

46.3.2. The Employer will ensure that teacher evaluators must be certified in the ISBE evaluator training program. The Employer shall ensure teacher evaluators shall be the principals or assistant principal from the same campus as the member they are evaluating. Evaluators of non-teacher positions shall be trained in the Employer’s evaluation model and go through training. Evaluators of non-teachers shall be principals or assistant principals, unless otherwise agreed to by the Union, however, other administrators may contribute to the evaluation or may be the primary evaluator when the principal or assistant principal is not qualified to conduct the evaluation per ISBE.

46.3.3. The Employer shall provide one PD session for all SPED teachers devoted to a special education topic of need by the end of the first quarter of each school year.

46.4. **Professional Goal Setting:**

46.4.1. Teachers will self-reflect on their own classroom and professional goals using the Danielson Framework for Teaching. Teachers will establish two goals that are related to their own growth as teachers (Domains 2-3) and one goal related to "Professional Responsibilities" (Domain 4). Beginning the 2024-2025 school year, Teachers will present their goals to their supervisor before meeting with
Evaluators, but no later than thirty (30) calendar days from the first day of student attendance.

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

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

46.4.4. Domain 4 will be evaluated by April 30 of each school year.

46.5. **Formal Observations:**

46.5.1. For non-probationary teachers with less than four years of experience at ASPIRA and teachers whose last evaluation rating was less than proficient, at least one (1) formal observation, lasting at least one (1) period, for the purpose of evaluation shall occur each school year. The teacher may select the class period they want to be formally observed and the evaluator will select the day the formal observation will take place. For teachers in remediation, evaluation shall occur consistent with the ASPIRA Teacher Remediation Process outlined in section 46.7 of this Article. For non-probationary teachers who, through the informal observation process, exhibit potential deficiencies warranting a second formal observation, a second formal observation may occur, in consultation with the Union. Teachers with at least four years of experience with ASPIRA and who last received a summative rating of proficient or better will be evaluated every other year, provided they maintain a summative rating of proficient or better.

46.5.2. For all other teachers, supervisors will conduct two formal observations in a year.

46.5.3. For teachers who receive two observations, the first will be completed by the end of First Semester and the second will be completed by April 15. For a teacher who receives one observation, that observation will be completed by April 15. Observations may be scheduled no sooner than one month apart.

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

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

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

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

46.5.8. The Danielson Framework for Teaching domains will be weighted according to the following schedule for the 2023-2024 school year:

a. Planning and Prep: 20%

b. Classroom Environment: 30%

c. Instruction: 35%

d. Professional Responsibilities: 15%

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

46.5.10. Evaluations shall reflect the array of instructional practices specific to the academic and functional needs of students with disabilities in the observed classroom. Administrators shall conduct pre-evaluation conferences during which SPED teachers will provide IEP documentation and artifacts to support the curricular and activity decision indicated on planning documents for the evaluation observation. Evaluation of SPED teachers in an inclusive setting shall reflect the professional development they have received for the inclusive model and the time given for co-planning with that class general education teacher.
46.6. **Domain 5 Committee:** The Academic Committee will co-create the Domain 5 (Student Growth) Framework to add to the teacher evaluations. The Committee will establish the Domain 5 Framework during the 2023-2024 school year. The Committee will consist of equal members from ASPIRA administration and Bargaining Unit members. Each side determines which appropriate people to bring to the table and both sides will use their best efforts to keep the same participants throughout. The Committee will engage in interest-based discussions to develop the plan to implement Domain 5 with the assistance of a mediator from FMCS. Prior to beginning the discussions, the committee members will go through Interest Based refresher training conducted by the FMCS facilitator. The Committee will schedule its first meeting within 30 days of the ratification of this Agreement. The date will be set during PD. After the committee establishes the Domain 5 evaluation process, the committee will meet at least once per year to assess the effectiveness of the evaluation process.

ASPIRA will pilot the agreed-upon framework during the 2024-2025 school year. During the pilot year, Domain 5 will not be formally weighted into any evaluation scores. Domain 5 will formally be implemented during the 2025-2026 school year in the manner established by the Committee. When implemented, Domain 5 will count no more than 15% and no less than 10% Within that framework, the Committee will determine the final weights for each Domain.

46.7. **Teacher Remediation:**

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

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

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

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

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

46.8. **Non-Teaching Staff Evaluation (excluding College and Career Counselors and Mentors):**

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

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

46.8.3. **Evaluation Process:**

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

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

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

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

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

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

46.9.1. New staff will review the ASPIRA Evaluation Process with their principal or Assistant Principal prior to their performance evaluation. A yearly refresher will be presented during the professional development days at the start of each school year and will include the ASPIRA Evaluation Process and all relevant forms and rubrics. Staff hired after the start of the school year will receive the ASPIRA Evaluation process with relevant forms and rubrics within ten (10) business days of their employment.

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

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

46.9.4. Performance evaluation consists of a review session with the employee's supervisor, and a final review of the appraisal process and documentation by HR. The appraisal's purpose is to help supervisors evaluate performance in an objective, consistent, and uniform manner. It will be based on the employee's job performance and qualifications in relation to the job description and established work standards, which shall align with the recommendations of the American School Counselor Association (ASCA), provided that there may be additional indicators. There shall be a Counselor and Mentor Evaluation Committee to determine any additional indicators. Decisions shall be made by consensus. The Committee shall be made up of five union representatives, chosen by the Union, and up to five members for the Employer.

46.9.5. The performance review, in addition to ongoing performance discussions throughout the year, provides an excellent opportunity for an employee and supervisor to assess the work situation, and to define future goals, career objectives, training needs plus, if appropriate, a written performance improvement plan.
46.9.6. The non-instructional performance evaluation is part of a continuous process that is formally conducted:

a. At the end of the 90-day Introductory Period; and

b. On an annual basis after one full year of employment, due no later than July 31 after the completion of the fiscal year of July 1 through June 30. Employees with less than 1 year of service may have a performance review of less than 1 year.

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

For the Employer:
SIGNED: ____________________________________ BY: Edgar Lopez

For the Union:
CTU President
SIGNED: ____________________________________ BY: Stacy Davis Gates
CTU Charter Division Chair
SIGNED: ____________________________________ BY: Jennifer Conant
CTU-ASPIRA Council Chair
SIGNED: ____________________________________ BY: Claude Holmes

CTU@ASPIRA Bargaining Team:
Matt Swider
Kathy Torres
Alvin Colon
Brieanne Friedman
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Cindi Camacho
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