Collective Bargaining Agreement

between

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

and

Christopher House

2023-2026
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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 Christopher House Elementary School, which, together with their members, managers, and administrative staff shall be referred to in this Agreement as the "Employer." The Union shall be understood to be the Chicago Teachers Union, Local 1, IFT-AFT/ AFL-CIO, the exclusive representative which together with its officers and representatives shall be referred to in this Agreement as “the Union”.

1.2. Recognition: The Employer recognizes the Union as the exclusive collective bargaining representative of all full-time and regular part-time teachers, support teachers, counselors, learning specialists, ELL Coordinators, paraprofessionals, secretary, school assistants, floaters and social workers at Christopher House Elementary School currently located at 5235 W Belden Ave., Chicago, Illinois and excluding confidential employees, managerial employees, and supervisors as defined by the National Labor Relations Act, (“bargaining unit”).

In the event there are unrepresented employees that the Union believes share a community of interest with employees in the existing bargaining unit, the Union may notify the Employer and the employer and Union will discuss whether it is appropriate to add the unrepresented employees to the existing bargaining unit and if added, the parties will negotiate the relevant terms and conditions of employment for the newly represented employees. In the event the Employer and Union agree that the employees should be added to the bargaining unit, the parties will utilize a verified card check process. The Employer will not oppose any proceeding before an administrative tribunal to accrete such employees into the existing bargaining unit. Terms and conditions of their employment will be negotiated upon the Union’s request and added to any current collective bargaining agreement upon Union ratification of the agreed terms.

1.3. Neutrality: It is the policy of the Employer to support acknowledge its employees’ legal right to freely choose to be represented by a union and is committed to maintaining good relations with its employees and their chosen collective bargaining representatives and that, if its employees choose to be represented, the Employer will bargain in good faith with their chosen representative. Effective upon CPS’ renewal of Christopher House next charter agreement, the Employer will be neutral regarding the unionization of any of its elementary school 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.

1.4. 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 that is not otherwise supervisory, managerial, or confidential, but having a community of interest with employees in the existing bargaining unit, employees in such new job title or category of position shall be included within the existing bargaining unit. Upon the Union’s written request, 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 the same essential job duties under the prior title or position.
Article 2. Definitions and Employee Categories

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

2.1. “Agreement” means this collective bargaining agreement.

2.2. “Bargaining Unit Member” means any employee who is included in the Bargaining Unit(s) certified by any labor board.

2.3. “Principal” means the administrative leader of the school.

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

2.5. “Instructional Day(s)” means any day(s) students are present for instruction. “Partial Instructional Day(s)” means any day(s) when students are released prior to the regular dismissal time (e.g., half day).

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

2.7. “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.

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

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

2.10. “Specials” means courses that include the study of fine and performing arts, dance, gym, and music.

2.11. “Post-secondary” means education beyond high school, such as college or university.

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

2.12.1. Teaching Staff

a. “Elementary Teachers” include any full-time teacher, literacy specialist, MTSS teacher, MTSS Coordinator, or long-term substitute employed by the employer.
in an instructional classification servicing students enrolled in Kindergarten through Eighth Grade.

2.12.2. **Student Services Staff**

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

b. “Social worker” means an individual who meets the minimum qualifications for “social worker” whose primary duties are to advocate for students and collaborate with other student support staff and teachers to serve student needs as indicated by IEPs, 504 plans and referrals. Social workers may provide one-on-one or group interventions as needed or indicated by an IEP, 504 plan, or referral as well as research and refer students to community resources.

c. “Librarian” means the professional staff members charged with the instruction of students and daily operations of the library program at the school level. They have the primary responsibility for the functions of the school library.

2.12.3. **Support Staff/PSRPs**

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

b. “Teacher Assistant” includes any full-time or part-time employee assigned to a specific classroom or grade-level (e.g., Kindergarten TA).

c. “Floater teacher” means a bargaining unit member that is assigned to substitute for absent teachers.

d. “School Assistants” include any full-time or part-time employee whose role is to facilitate the safe and efficient operations of lunchroom and playground procedures and transitions and other duties as assigned.

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

a. “Office staff” means secretary.
Article 3. Non-Discrimination

3.1. 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 rights and 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. Enforcement of this Article shall not be subject to the grievance procedure.
Article 4. Union Rights

4.1. **Union Communication (Bulletin Boards, Email, and Mailboxes):** Authorized agents of the CTU can provide materials to Bargaining Unit Members via their mailboxes. The Employer agrees to designate a bulletin board in the employee lounge or the CTU’s use.

4.2. **Access:**

4.2.1. The Employer recognizes that authorized agents of the Union may need access to bargaining unit members during non-instructional time within the instructional day. The Union recognizes the need for the Employer to ensure that its campuses operate efficiently. 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. Authorized agents of the CTU shall not be denied access to any School when a Bargaining Unit Member has a right to Weingarten representation.

4.2.2. Authorized agents of the Union may not be denied access to the School outside of the workday, as long as it is within the hours that the School building is open to staff and subject to the School visitor policy.

4.2.3. Union representatives shall be permitted access to campus teacher lounges, break rooms, or similar spaces when students are not present, provided an appropriate request is submitted to the Employer and the request is granted. All reasonable requests shall be granted within 24 hours of the request. The Employer shall not conduct surveillance of Union representatives.

4.2.4. Union representatives shall not be denied access to exterior areas near entrances to the Employer’s buildings.

4.3. **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 within the semester in which they are hired for the new employee and the Union to meet during the workday outside the instructional time. The 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 meeting time under Section 4.4.

4.4. **Reserved Union Meeting Time at School:** The Union shall be allowed to meet for a total of 60 minutes each semester during the normal workday, but outside of instructional and
student supervision time. All bargaining unit members will be released from work duties to attend. The Union shall inform the Principal of the date and time of such meetings at least one (1) week in advance.

4.5. **Union Release Time:**

4.5.1. **Long-Term Union Release:** The Union may designate up to one (1) bargaining unit employee 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.

4.5.2. **Full Time Release:** An employee on full-time Union release shall remain an employee of the Employer and accrue full benefits at the employee’s expense and seniority as so entitled but shall be placed on a leave of absence without pay. Bargaining unit employees who are on full-time leave for Union business may continue their benefit coverage, provided they pay the full employee cost of that coverage. Upon 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. Bargaining unit members requesting this leave shall notify the Employer no later than June 30 when they intend to take full-time union release for the subsequent school year.

4.5.3. **Short Term Union Release:** A total of five (5) days to be divided amongst bargaining unit members at the Union’s discretion to perform Union business. The Union shall provide the Employer with one (1) week’s advance notice when using Union release time under this Article. Any days not used cannot be rolled over to the following school years.

4.5.4. Additionally, the Union may purchase from the Employer a number of Union release days not to exceed ten (10). 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 also reimburse the Employer the pro rata cost of the substitute coverage that is needed to provide these additional release days. The Union shall provide the Employer with a weeks’ advance notice when using Union release time under this Article.

4.6. 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. This shall not constitute a missed prep as otherwise defined in the Agreement and the
Employer shall not be required to provide additional prep time or compensation for any or all of the prep used to conduct union business.

4.7. **Information Sharing**

4.7.1. **Administration of the Agreement:** The Employer shall make available for the inspection to the Union any information that is available, relevant, and necessary for the administration of this Agreement, within a reasonable period of time from a written request, absent a good faith reason for an extension of said time period.

4.7.2. **Budgets and Financial Statements:** The Employer shall share electronically the Employer’s annual budget and year-end financial statements after such documents are approved by the Board of Directors.

4.7.3. **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, and compensation paid.

4.7.4. **Notification of New Bargaining Unit Members to Chair:** Within one (1) 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 may get this information for all bargaining unit members upon request.

4.8. **Dues and PAC Checkoff:**

4.8.1. 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.

4.8.2. 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.

4.8.3. 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.

4.8.4. No deductions shall be made which are prohibited by applicable law. The Union agrees to indemnify and hold the Employer harmless from any claims, 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.

4.8.5. 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 the powers and authority to direct and manage and control the school, except to the extent that any such power or authority is expressly contrary to any provision of this Agreement or applicable law. The Employer, in exercising its powers and authority may 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 set forth in this Agreement. For example, and without limitation, the Employer expressly reserves the following rights and authority:

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

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

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

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

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

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

g. To promulgate and modify Instructional Staff and Non-Instructional Staff Evaluation processes and systems; subject to the requirements of Article 51;

h. To determine staffing patterns and design, including, as necessary, any decision to lay off or reduce its workforce; subject to the requirements of this Agreement;
i. To determine the number and types of bargaining unit employees and other personnel required; consistent with contractual staffing requirements;

j. To operate the school, including moving or modifying facilities; subject to the requirements of Article 46 (Green Schools);

k. To determine methods of raising revenue, budget procedures and budget allocations;

l. To contract with any third party (the economic terms of this Agreement will not be binding on such contract employees); subject to agreements and law on union neutrality;

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

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

o. To take action relative to immediate safety issues on any matter in the event of an emergency (as such is deemed an emergency by the Employer in its reasonable exercise of judgment).
Article 6. Committees

6.1. **Professional Solutions Committee (PSC):** 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 Professional Solutions Committee.

6.2. **PSC Membership:** The committee shall be led by co-chairs designated by the respective Parties in accordance with the terms set forth below or as otherwise agreed the Parties, individuals other than members of the committee may contribute to the committee’s deliberations regarding matters of specialized concern or expertise. All committee meetings shall take place during non-work or lunch times unless mutually agreed otherwise.

Membership of the Professional Solutions Committee shall be composed of representatives of the Employer and the Union. For the Union, no fewer than three (3) and not more than six (6) union members will be chosen by the Union to serve on the PSC, and the Union delegate shall automatically be one of the designated union representatives. For the Employer, the CEO or Principal (or a designee with decision-making power) and up to two (2) additional members of the campus leadership team will serve on the PSC. There shall be at least one member of the Professional Solutions Committee, who has a current ISBE Administrative Endorsement.

The Professional Solutions Committee may make recommendations to the Principal for resolution of issues raised in the PSC, if an alleged contract violation remains unresolved, the PSC may file a grievance to solve the matter through the process described in the contract.

The CEO or Principal and the Union council Chair shall serve as Co-Chairs of the Professional Solutions Committee. Where there is not a Council Chair or at the council chair’s request, another CTU designee shall Co-Chair the Professional Solutions Committee.

In the event that the CEO or the Principal or designee cannot be present for the meeting, except for emergencies, they will give at least 24 hours’ notice and the meeting will be rescheduled within 48 hours.

6.3. **Campus Culture Survey:** The PSC will be provided with the results of the annual cultural survey upon request.

6.4. **PSC Topics:** The PSC may make recommendations on the following topics:

- Schedule (Daily, Weekly, Preps, MAPS, waivers, etc.) as outlined in Article 21, Article 24, and elsewhere in this Agreement;
- School-based issues (operations, etc.);
• Safety (implementation of safety plans, etc.) as outlined in Article 12;
• Restorative Justice and Discipline (Truancy, attendance, discipline, restorative practices, etc.) as outlined in Article 43;
• Professional Development (schedule, and calendar, and content, (including training for sanctuary schools, etc.) as outlined in Article [23] and elsewhere in this Agreement;
• Contract administration;
• School budgets and staffing, outlined in Article 4 and elsewhere in this Agreement;
• Diversity & Inclusion, outlined in Article 39;
• Course offerings and curriculum, outlined in Article 10;
• Culturally-Relevant Education, outlined in Article 38;
• Grading Policies and Assessments, outlined in Article 24;
• SPED and Bilingual Scheduling and Compliance, outlined in Articles 25 & 26;

6.5. **Parent Advisory Council:** The Parent Advisory Council shall include two (2) CTU members elected by the membership and will meet at minimum biannually.

6.6. **Hiring Committee:** An ad hoc advisory hiring committee will be formed for filling of School Principal. The hiring committee will be ad hoc, and request volunteers to participate and the administration shall have the final authority to select the participants, provided that there will be a Union co-chair appointed by the Union on the committee. The Union co-chair may select a designee to serve in their place temporarily. The other co-chair will be appointed by the Employer. The Committee’s suggestions shall be advisory.

The Committee will be involved in the following steps of the hiring process which will be, in this order:

1. Interviewing candidates
2. Making recommendations to the Employer

The employer will be the final decision maker. Final decision makers shall be present at interviews and recommendation meetings. Final hiring decisions will be communicated to staff.

6.7. **Safety Committee:** The Safety Committee will exist according to the language in Article 12 – Health and Safety.

6.8. **Bilingual Education Committee:** A standing Bilingual Education Committee, chaired by the school’s ELPT (Bilingual Coordinator), 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 prep per month.
Article 7. Provisional Period

7.1. Instructional Staff: The employment of Instructional Staff in their first year 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. This provisional period may be extended for up to one additional year at the Employer’s discretion with written notice to the Employee and Union.

Written notice of non-renewal shall be provided to provisional employees and Union 5 days prior to release of employment except where the provisional employees is being released for disciplinary reasons written notice of non-renewal will be provided to the Union 10 days prior to release of employment.

7.2. Non-Instructional Staff: The employment of Non-Instructional staff in their first six (6) months 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. This provisional period may be extended for up to an additional six (6) months at the Employer’s discretion with written notice to the Employee and Union.

7.3. Protections for Provisional Bargaining Unit Members: Except as provided in this Article, 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.

7.4. Release Prior to Completion of Provisional Period: The Employer has authority to discharge provisional employees as long as the employee is provided with a reason for the discharge.
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, or misapplication of any provision of this Agreement, CHES written policies, well-established and consistently applied past practice that are not otherwise inconsistent with or in violation of written policies or employee handbook.

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, 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. This informal resolution shall not diminish the time limits set forth in the steps of the grievance procedure.

8.5. **Step 1:** In the event the conflict is not resolved informally, the Union or employee shall submit a grievance in writing to the Principal or the Principal’s designee within forty (40) days of the event giving rise to the grievance. A concise, written summary of the grievance shall be submitted, detailing the complaint, along with any supporting documents or materials. A conference with the Principal shall take place within seven (7) calendar days of the filing of the written grievance at Step 1. The Principal’s written response to the grievance shall be provided to the employee, copying the Union, within seven (7) calendar days of the Step 1 conference.

8.6. **Step 2:** If the Grievance is not resolved at Step 1, the Union or employee may appeal in writing to the CEO, or their designee, within thirty (30) calendar days after receipt of the Principal’s written response at Step 1 or when the written response was due. A concise, written summary of the grievance appeal shall be submitted, detailing a complaint, along with any supporting documents or materials. A conference with the CEO, or their designee,
shall take place within seven (7) calendar days of the filing of the written grievance appeal
at Step 2. The written response or the CEO, or their designee, to the grievance shall be
provided to the employee within seven (7) calendar days of the Step 2 conference.
Grievances concerning discipline shall be initiated at Step 2, unless otherwise agreed by the
parties.

8.7. **Step 3:** If the Grievance is not resolved, the Union shall notify the Employer in writing of
its demand for arbitration within thirty (30) calendar days after receipt of the CEO’s or their
designees, written response at Step 2 or when the response was due. 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 or the arbitrator requests the transcript, they shall equally share the cost
of preparing the transcript. Otherwise, the party ordering the transcript shall pay the entire
cost. The arbitrator shall not have authority to add to, detract from, amend, modify, or in
any way alter the provision of this Agreement.

8.8. **Initiation at a Higher Step:** The Union may initiate a grievance involving discipline,
situations likely to cause serious harm or wages at Step 2 of the Grievance procedure.

8.9. **Investigation of Grievances:** The Employer shall allow the Union delegate or their
designee a reasonable period of time during their non-instructional time during the school
day without loss of pay, to investigate grievances. Prior to the initial conference and upon
the request of the Union delegate or their designee, the Employer shall provide the Union
with access and copies of all existing and available documents that are relevant to the
allegations in the grievances, including all documents supporting the Employer’s actions,
and shall supplement this production in a timely fashion if additional documents become
available. The Council Chair or their designee shall be accorded all the rights of the Union
delegate in any school or unit. Time allowed shall be confined to investigate 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 written agreement between the parties.
Article 9. Discipline

9.1. **Just Cause:** Bargaining unit members may only be disciplined for just cause.

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 on 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:

   - Step 1: Documented verbal warning
   - Step 2: Written warning
   - Step 3: Unpaid suspension or Final Written Warning
   - Step 4: Additional discipline or dismissal at the Employer’s discretion

   Except for instances of severe misconduct, defined as enumerated offenses in the Illinois School Code and the following offenses: falsification of record, theft, use of prohibited substances on agency property, possession of or storing of a weapon, reckless disregard causing endangerment or injury to another or damage to property, sleeping on the job while caring for or supervising children, and ten (10) days of absence without notice. 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 fourteen (14) months of the previous disciplinary action. The above-listed steps may be bypassed as appropriate based on the seriousness of the alleged misconduct.

9.4. **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. Investigation conducted by the Employer 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 (2) weeks depending upon the circumstances involved. If such extra time is required, the Employer shall notify the Union prior to the end of the two (2) weeks of the investigation. In the event that the bargaining unit member who has been reassigned refuses to cooperate with the investigation the Employer shall have the
right to place the bargaining unit member on unpaid suspension until such time as the investigation is complete.

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 “required corrections to performance,” 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, which shall not result in the bargaining unit member incurring any costs. The Employer shall make a good faith effort to implement such remedial actions.

9.5. 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 with at least two (2) workdays’ prior notice. A pre-discipline meeting will not necessarily result in discipline. The pre-discipline meeting notice will include a detailed description of the allegation(s) giving rise to the meeting, along with any evidence upon which the employer may rely to support the allegation(s). Management will make a good faith effort to provide all available, non-confidential documents 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 had decided to take.

9.6. Weingarten rights shall govern any effort to conduct investigatory interviews with union members. In addition, the employer shall notify CTU members in advance of any disciplinary proceedings of their Weingarten rights.

9.7. Union Representation and Notices to Employee and Union: Bargaining unit members shall have the right to Union representation during any investigator, pre-disciplinary, or disciplinary meeting if a meeting to issue discipline is held. The Employer shall comply the Union on all meeting notices, warnings, and other documents required by this Article.

9.8. 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.

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

9.10. **Stale Discipline**: Notwithstanding the provisions herein, the Employer shall not rely on active employees’ records of disciplinary action for any labor relations purposes fourteen (14) months after the issuance of the disciplinary action, unless a bargaining unit member has advanced to a subsequent disciplinary step; provided that nothing in this Section shall be construed to prevent or limit the Employer from relying on or viewing any disciplinary records of former employees seeking to be rehired by the Employer.
Article 10. Academic Freedom

10.1. It is the intent of the parties to assure that Instructional Staff are respected as professionals and allowed 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. Instructional staff shall be free to use their own materials and methods of instruction based on knowledge of students and area(s) of expertise. Instructional staff shall also have freedom to present instructional materials that can address social-emotional needs within their schools, classrooms, or classes.

10.2. The Employer will have a centralized resource bank that staff, at their own discretion, may utilize to support their instruction.

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.

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. This shall be done through collaboration with the Instructional Staff and Employer.

10.5. Nothing in this Agreement is intended to or shall have the effect of inhibiting or limiting the right of any Instructional Staff member from expressing, in a professional manner and consistent with non-discrimination policies, his or her views with respect to any educational matter relating to the Schools.

10.6. Curriculum planning shall be done in a collaborative manner as will the selection of appropriate instructional materials consistent with Article 38, Culturally Relevant Education. The final determination on the appropriate curriculum and instruction shall be made by the Principal consistent with this Article and Article 38, Culturally Relevant Education.
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. Nothing herein shall limit the employer’s right to determine and direct the use of other plans, assessments, and materials not developed by individual staff members. Further, nothing in here shall prohibit the Employer to use Instructional Staff lesson plans, assessments, and instructional materials developed while employed by the Employer during and after the Bargaining Unit Members’ employment. When separation of employment occurs, for any reason, Instructional Staff shall be provided with two (2) weeks and reasonable access to collect any personal belongings and/or electronic files that the employee created or maintained.
Article 12. Health and Safety

12.1. Bargaining unit members shall work under safe and healthful working conditions.

12.2. **Reports to Administration:** Bargaining unit members are responsible for reporting to the Employer any allegedly unsafe circumstances, situation, or event, including any injury. See Employee Handbook for additional information. There shall be no reprisals for making a good-faith report in accordance with this Article.

12.3. **Investigation:** The Employer will investigate any written reported unsafe, hazardous, unhealthy, or potentially dangerous working condition and will fix the unsafe situation as soon as is reasonably feasible. Once a severe unsafe working condition that is likely to cause severe bodily harm is reported by a bargaining unit member to the principal, an investigation shall occur within 24 hours of CTU’s notification to the management, and once completed the Union shall be notified of the results therein.

12.4. **Battery:** When an employer is aware of any instance of assault or battery suffered in connection with a member’s employment, the Employer shall, upon request by the employee provided non-confidential information to the employee in its possession relating to the incident or persons involved and shall act in appropriate ways as a liaison between the bargaining unit employee, local law enforcement, and any court or administrative agency.

12.4.1. **Compensation and Medical Benefits:** Bargaining unit employees whose absences result from school-related assault or battery shall be paid full salary, benefits until workers compensation begins paying benefits or for a period not to exceed five (5) days.

12.5. **Student Code of Conduct:** The Student Code of Conduct shall be published before the first day of school and available on the Employer’s website. The Employer shall provide the bargaining unit members with written notification of any changes to the Student Code of Conduct.

12.6. **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.

12.7. **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:
12.7.1. **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.

12.7.2. **Building Access:** Bargaining unit members shall have access to the school building to which they are assigned from at least an hour and a half (1.5 hours) before the beginning of their workday until at least two (2) hours after the end of their workday. 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.

12.7.3. **Emergency Procedures:** The Employer shall have 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.

12.7.4. **Doors and Locks:** The Employer shall ensure that all classrooms 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. All elevators will be locked and secured during an emergency whenever possible.

12.7.5. **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.

12.7.6. **Student Medications:** Except in emergency, no teachers or paraprofessionals may be required by the Employer to provide or administer medication to students or be disciplined for the refusal to do so. Bargaining unit members shall receive appropriate training. No provision of this paragraph shall be applied in a manner inconsistent with the Illinois Epinephrine Injector Act, 410 ILCS 27, et seq.

12.7.7. **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.

12.7.8. **Windows:** The topic of purchasing and furnishing window shades may be a topic for the PSC to discuss and make a recommendation in the next six (6) months.
12.7.9. Disinfecting Wipes/Disinfectant: The Employer will make disinfecting wipes/disinfectant available to all bargaining unit members and will be provided upon request.

12.7.10. Hand Sanitizer: Hand sanitizer with at least sixty (60) percent alcohol content will be available for use upon request. Soap and hand washing stations will be available throughout the building.

12.7.11. Personal Protective Clothing and Equipment: All personal protective clothing and equipment that is required by the Employer shall be furnished and maintained by the Employer without cost to the Employees.

12.7.12. Ventilation: 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 the buildings. The parties agree that these standards may vary with a change in humidity, temperature and/or other member modifications.

12.7.13. Emergency Management Team: Christopher House has a standing Emergency Management Team per Illinois State law (School Safety Drill Act, 105 ILCS 128/1). The Emergency Management Team is made up of at least an administrator, teacher, counselor, and school social worker. The Emergency Management Plan will be implemented at the school. If there is a threat, the team will meet, follow the protocol as much as possible, and afterwards, will meet to debrief and make adjustments as necessary.

12.7.14. Parking: While available to Christopher House, the Employer will continue to maintain a lease to provide off-street parking at the designated lot.

12.7.15. 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 Members’ 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 with access to a sink in the building.

12.7.16. Bathrooms: At least one bathroom at every school will be designated 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.
12.8. To the extent compliant with HIPAA, the Employer will inform bargaining unit members of students known to be at risk for hurting themselves and others assigned to the member’s workload of the student’s needs.

12.9. Safety Committee: The PSC may have a standing agenda item to address health and safety issues at the School.

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

12.11. Emergencies: In the event of a public health emergency or governor-declared state of emergency directly impacting health and safety of employees, the Employer shall abide by all laws and regulations pertaining to staff and student safety, and upon written request, shall further bargain with the Union over affected employee working conditions and the impact thereof.
Article 13. Personnel File

13.1. 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.

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 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 may also review the file. The Employer shall not gather or keep a disciplinary 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 member written request.

13.5. If there is a security breach of the Employer’s records 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 year.
Article 14. Duration and Effective Date

14.1. The term of this Agreement shall be from July 31, 2023 to August 1, 2026.
Article 15. Salaries

15.1. Starting Salaries for Teaching and Student Services Staff: Teaching Staff and Student Services Staff new to the Employer shall be placed on the salary schedules found in Article 16.

15.1.1. Lanes: The lanes depicted correspond to the attainment of a:

   a. Lane 0: Floaters serving as long-term substitute or interim non-certified instructional staff
   b. Lane 1: Bachelor’s Degree
   c. Lane 2: Master’s degree
   d. Lane 3: Masters + 30 credit hours;

15.1.2. Outside experience: When determining the bargaining unit member’s step placement, the Employer will grant credit for all years of outside teaching experience and/or other experience relevant to the bargaining unit member’s position title, up to a maximum of five (5) years of outside experience.

15.1.3. Minimum Raise: No bargaining unit member shall receive less than a two percent (2%) raise for the 2023-2034 school year. If any employee is scheduled to receive a less than a 2% raise for the 2023-2024 school 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.

15.2. Returning Teacher and Student Services Members’ Salaries: Teaching Staff and Student Services Staff, who continue employment with the Employer shall advance one step on the salary schedule in Article 16 on August 1 of each year, including returning staff who were hired during the previous school year.

15.2.1. Lanes: The lanes depicted correspond to the attainment of a:

   a. Bachelor’s Degree
   b. Master’s degree
   c. Masters + 30 credit hours;

15.3. Support Staff and Non-Instructional Staff Starting Salaries: Support Staff and Non-Instructional Staff new to the Employer shall be placed on the salary schedules found in Article 16.

15.3.1. Lanes: The lanes depicted correspond to the attainment of a:
a. Lane 1: No Degree  
b. Lane 2: Associates degree  
c. Lane 3: Bachelors

15.3.2. **Outside experience:** When determining the bargaining unit member’s step placement, the Employer will grant credit for all years of outside teaching experience and/or other experience relevant to the bargaining unit member’s position title, up to a maximum of five (5) years of outside experience.

15.4. **Returning Support Staff and Non-Instructional Staff members’ salaries:** Support Staff and Non-Instructional Staff who continue employment with the Employer shall advance one step on the salary schedule on August 1 of each year, including returning staff who were hired during the previous school year.

15.4.1. **Lanes:** The lanes depicted correspond to the attainment of a:

a. Lane 1: No Degree  
b. Lane 2: Associates degree  
c. Lane 3: Bachelors
### Article 16.  Compensation Tables

#### 16.1. Teaching and Student Services Staff:

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<th>Lane 2 (Masters)</th>
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### Article 17. Stipends

17.1. The Employer shall pay a stipend to any bargaining unit member who volunteers and is approved by the PSC to perform duties in connection with the Employer’s extracurricular programming, provided such duties are not otherwise contractually required of the bargaining unit member. The Employer’s extracurricular programming, and extra duties assigned to any bargaining unit member as a result of such programming, shall be set as outlined below. The Parties acknowledge that such duties may be assigned outside the workday or beyond the work year restriction set forth in Articles 21 and 22. Without limiting the Employer’s right to assign similar duties to individuals outside the bargaining unit, the Employer shall pay to any bargaining unit member entitled to compensation under this Section the following amounts:

<table>
<thead>
<tr>
<th>Category</th>
<th>Staff Role</th>
<th>Duration</th>
<th>Stipend</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-Instructional Rate</td>
<td></td>
<td></td>
<td>$25 per hour or the employee’s hourly rate, whichever is higher</td>
</tr>
<tr>
<td>Instructional Rate</td>
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<td></td>
<td>$40</td>
</tr>
<tr>
<td>Student Activities</td>
<td>Elementary (K-8) Athletics Coaches</td>
<td>Per Season/Per Sport</td>
<td>$1,200 Head Coaches</td>
</tr>
<tr>
<td>Student Activities</td>
<td>Athletic Director/Coordinator</td>
<td>Per Year</td>
<td>$4,000</td>
</tr>
<tr>
<td>Student Activities</td>
<td>Assistant Athletic Director</td>
<td>Per Year</td>
<td>$2,000</td>
</tr>
<tr>
<td>Student Activities</td>
<td>SEL, Academic, Culture and Climate designated (i.e., GSA and tutoring)</td>
<td>Per hour</td>
<td>Instructional Rate</td>
</tr>
<tr>
<td>Student Activities</td>
<td>All others</td>
<td>Per Hour</td>
<td>Non-Instructional Rate</td>
</tr>
<tr>
<td>Student Activities</td>
<td>Student Council Coordinator (Graduation, Fundraisers, etc.)</td>
<td>Per Quarter</td>
<td>$600</td>
</tr>
<tr>
<td>Summer</td>
<td>Summer School</td>
<td>Per Hour</td>
<td>$40</td>
</tr>
<tr>
<td>Leadership</td>
<td>Mentor Teacher</td>
<td>Per Semester</td>
<td>$500</td>
</tr>
<tr>
<td>Leadership</td>
<td>PSRP Mentor</td>
<td>Per year</td>
<td>$1000</td>
</tr>
<tr>
<td>Peer Supervision</td>
<td>LCSW Peer Supervision</td>
<td>Per Hour</td>
<td>$60</td>
</tr>
<tr>
<td>Overload</td>
<td>Loss of Prep (Instructional, Counselor)</td>
<td>Hourly</td>
<td>$40/hour</td>
</tr>
</tbody>
</table>
17.2. All stipends will be paid the payroll following submission for stipended hours.

17.3. **Leadership:** The PSC shall identify a minimum of three (3) bargaining unit members who have assumed additional leadership responsibilities aligned with the particular School and Network mission, vision, and strategic plan.

17.4. **Counselor and Social Worker Stipends:** Fully staffed counseling departments whose counselors and/or social workers do not receive the minimum sixty (60) minute daily prep time shall receive the loss of prep stipend for each day the prep time is not met.
Article 18. Healthcare and Insurance

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

- Percent Employee/Employer contribution pay as outlined in the 2022-2023 Benefits Handbook and as included in Appendix A.
- Any changes to these employee/employer percent contributions will first be discussed with the Union.
- 100% of the employee premium for vision;
- 80% for dental insurance; and
- 100% of the individual Bargaining Unit Member’s premium for life insurance, AD&D insurance, and long-term disability insurance.

18.1.1. Eligibility: Full-time Bargaining Unit Members are eligible for the benefit program on the first day of the first full month of the employee’s employment. Part-time Bargaining Unit Members whose workload exceeds on average twenty (20) hours per school week shall be eligible for benefits on the same terms as full-time Bargaining Unit Members.

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

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

18.1.4. Health Savings Accounts: The Employer will offer Health Savings Accounts (HSAs) for bargaining unit members.

18.1.5. Job-Related Accidents or Injuries: The Employer shall provide payment for all medical treatment arising out of job-related accidents or injuries covered under the Illinois Workers’ Compensation Act and Occupational Disease Act.

18.1.6. Assault or Battery Compensation and Medical Benefits: Bargaining unit employees whose absences result from a school-related assault or battery shall be paid
full salary and medical expenses by the Employer for the time of their absence due to the assault or battery for up to a maximum of five (5) working days unless a greater period of time is approved by workers compensation, and no deductions shall be made from accumulated sick days.

18.1.7. Health Benefits During Leave: The Employer shall provide healthcare coverage for bargaining unit members granted leave according to FMLA or for disability.

18.2. Short-Term Disability: The Employer shall offer short-term disability coverage to bargaining unit employees at the same cost provided to non-bargaining unit employees.

18.3. Eligibility for Short-Term Disability: Employees are eligible for short-term disability if they satisfy the following requirements:

18.3.1. They have been employed for at least sixty (60) calendar days;

18.3.2. They have not exhausted ninety (90) paid calendar days of short-term disability in the preceding twelve (12) month period;

18.3.3. They have submitted a qualifying medical certification in their disability;

18.3.4. They are not receiving worker’s compensation, victims of violence leave, or long-term disability benefits for the disability.

18.4. Employee Benefits During Paid Short-Term Disability Leave: Employees on short-term disability leave may continue their employee benefits [e.g., health, dental, life, or 403(b)] on the same terms as if they were actively employed.

18.5. Long-Term Disability: The employer shall make available to bargaining unit employee’s long-term disability insurance.

18.6. Coordination with FMLA and Supplemental FMLA Leaves of Absence: Short-term disability leaves and any period of sick leave used immediately preceding the short-term disability leave period run in parallel with qualifying FMLA leaves of absence. Time spent on a short-term disability leave of absence shall count towards the maximum number of days or weeks of FMLA or Supplemental FMLA leaves of absence.

18.7. CTU-ACTS Healthcare Committee: The Employer agrees to participate in a CTU-ACTS healthcare committee that shall meet no less than two times a year to explore possibilities to secure healthcare savings.
Article 19. Retirement and Tuition Benefits

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.

With respect to the legally required employee contribution for licensed staff of 9% of annual salary, upon ratification, and prior to the completion of the 403(b) plan change effective date, the Employer shall pick up for each licensed staff member a sum equal to 7% of the licensed member’s salary for CTPF to be applied to the retirement account of each such employee. Licensed staff shall only be responsible for the remaining 2% employee contribution, which the Employer shall make via payroll deduction.

Upon contract ratification and upon completion of the 403(b) Plan Amendment effective date, with respect to the legally required employee contribution for licensed staff of 9% of annual salary, the Employer shall pick up for each licensed staff member a sum equal to 8% of the licensed member’s salary for CTPF to be applied to the retirement account of such employee. Licensed staff shall only be responsible for the remaining 1% employee contribution, which the Employer shall make via payroll deduction.

19.1.1. Claims to Funds Picked Up: Licensed staff shall have no right or claim to the funds so picked up, except as they may subsequently become available upon retirement or resignation from a CTPF eligible school.

19.2. Retirement Account 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 eligible to enroll the Employer’s voluntary 403(b) retirement savings program, in accordance with federal benefits laws, on their first day of employment. The Employer shall make matching contributions to 403(b) account on behalf of all eligible, participating bargaining unit members of up to 3% prior to the completion of the 403(b) plan change effective date; upon completion of the 403(b) Plan Amendment effective date bargaining unit members who do not participate in CTPF shall be eligible for a matching contribution of up to 3% beginning at 1000 hour of service.

An employee shall be vested 20% annually, and an additional 20% each year thereafter employee upon completion of sixty (60) months of service. Employees shall further have the option to direct additional contributions deducted from their wages or salary up to the legal maximum.
19.2.2. **Non-CTPF Retirement Plans:** The Employer shall maintain a 403(b) plan in which all other bargaining unit employees may choose to participate. Employees choosing to participate may contribute up to the legal maximum of their annual wages or salary. Effective upon contract ratification and plan amendment effective date, CTU members qualified to receive CTPF pension benefits agree to forego the salary match for the 403(b) in order to finance the overall financial package. Said members will continue to be able to make contributions independently into the 403(b).

19.2.3. **Timing of Retirement Contributions:** The Employer shall remit retirement savings contributions at regular intervals, at the same frequency as the corresponding pension contributions to the CTPF for other bargaining unit members.

19.2.4. **Financial Literacy:** During the first sixty (60) days, the Employer shall provide financial literacy training to all bargaining unit members, during the workday, regarding retirement benefits. The Employer agrees to make the plan’s investment advisors available to employees at least once per year, for the purpose of reviewing each employee’s investments. Bargaining unit members may utilize their lunch or preparation periods for these meetings.

19.2.5. **College Savings:** The Employer will promote investment, through inclusion in the Employee Handbook and any other Employer provided Benefits document.

19.2.6. **Changes to Retirement Plans:** Whenever either party, or Plan Administrator, requests changes to the Retirement Plan or plan investment options, the Professional Solutions Committee shall meet to discuss the changes. At least once a year, the Employer shall update the PSC on Plan performance and employee participate rates.

19.3. **Tuition Reimbursement:**

19.3.1. 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 partner with universities for teachers to earn their Bilingual and/or ESL endorsement.

19.3.2. 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 partner with universities for teachers to earn their SPED/LBS 1 endorsement.

19.3.3. **Tuition for Bilingual, EL, and LBS 1 Programs:** The Employer shall provide a tuition pool of up to $10,000 allocated for the reimbursement for any Bargaining Unit
Member to receive a Bilingual, ESL, and/or LBS 1 Endorsement. The application criteria shall prioritize members who are expected to take on new job qualifications. Members requesting such reimbursement must obtain pre-approved by the Employer. Employee must provide documentation of expense and successful completion of course work with a C or better, to receive reimbursement. Bargaining unit members who receive this reimbursement must remain employed by the Employer for a minimum of two years or will be held responsible for the proportional reimbursement to the (e.g., if you work for one (1) year after obtaining the endorsement, you will owe half the reimbursement) Employer for the cost of the tuition. Such reimbursement may be deducted from the bargaining unit members’ paycheck.
Article 20. Personal and Sick Time and Leaves

20.1. **Paid Time Off for Instructional Staff:** Bargaining Unit Members, except Non-Instructional Staff, shall have three (3) Personal Days and nine (9) Sick days per year. All days will be available on the first day of the school year or first day of employment. Members hired throughout the year and part-time staff shall be granted days on a pro rata based upon their date of hire or days worked.

20.1.1. The Employer shall not require an employee to disclose the purpose for taking personal or sick time.

20.1.2. **Increments:** Personal or Sick time may be used in increments of full, half, or quarter day increments. If no sub coverage or supervision of students is necessary, bargaining unit members may take Personal or Sick time in one-hour increments.

20.1.3. In the event that a bargaining unit member requires the use of unplanned personal or sick time, the bargaining unit member must notify his or her supervisor as soon as they become aware of the need to use unplanned Personal or Sick time and must do so no less than one (1) hour prior to the start of the workday.

20.1.4. **Unused Sick:** Annually, unused sick shall be automatically converted into sick leave bank days on the day following the last instructional day of each school year.

20.2. **Paid Time Off for Non-Instructional Staff:** For Non-instructional staff, vacation will be accrued each pay period. Office staff shall be given vacation time based on their total years of service with the Employer:

- 1st year: 80 hours
- 2nd - 4th years: 120 hours
- 5th year and beyond: 176 hours

20.3. **Unused Personal Days:** Unused personal days may be paid out at a member’s daily rate of pay after the last day of school.

20.4. **Sick Leave Bank:** Sick leave days shall roll over from year to year with no limit to accumulation. Sick leave days shall be available for use by the member for a 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.

20.4.1. **Unused Sick Leave Days for Licensed Members:** When a Bargaining Unit Member who is a contributor to CTPF separates from the school for any reason, all
banked and current balance sick leave days shall be reported to CTPF pension system for service credit.

20.4.2. **Retaining Current Sick Leave:** Until the contract is ratified, existing sick leave days and policy shall remain in effect. At the conclusion of that school year, bargaining unit members’ unused sick time shall roll over into the Sick Leave Bank described above and all other terms of this Article shall go into effect.

20.5. **COVID Sick Leave:** Bargaining Unit Members will receive COVID isolation days for a lab-confirmed positive test result for a bargaining unit member in alignment with CDPH guidelines.

20.6. **Additional Holiday Leave:** See language in Article 21.

20.7. **Jury Duty:** Bargaining Unit Members are expected to notify the Employer promptly of upcoming jury duty assignments and provide a copy of their jury notification to their Principal. Bargaining Unit Members will be excused from work with no loss of pay benefits, or paid leave days. Upon return to work, Members must sign their paycheck from jury duty over to the Employer.

20.8. **Bereavement Leave:**

20.8.1. Bargaining Unit Members shall be given five (5) days of paid absence in case of a death in the immediate family member, such as the employee’s child (whether biological, adopted, step-child, foster-child, or in loco parentis), sibling, spouse, domestic partner, parent (whether biological, adoptive, step-parent, foster-parent, or person who stood in loco parentis when employee was a minor child), parent of the employee’s spouse or domestic partner, mother-in-law, father-in-law, grandparent, stepparent, or any other individual related to the employee by blood or whose close association with the Employee is the equivalent of a family relationship.

20.8.2. Five (5) days of paid absence shall also be given from miscarriage by the Member or their partner, failed fertility treatment, and failed adoption.

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

20.9. **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.

20.10. **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.

20.11. **Leaves of Absence:** Your maximum time on a leave of absence, including combining FMLA, personal leave, and Emergency cannot exceed a total of twenty-four (24) weeks in a rolling twelve (12) month period. A leave of absence will not affect the continuity of your employment. Original date of employment remains the same for seniority purposes.

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

20.13. **Personal Leave:** Employees who have successfully completed one (1) year of service with Christopher House may request an unpaid personal leave of absence. Personal leave shall be unpaid unless the bargaining unit employee is otherwise eligible to use accrued benefit time during the leave in accordance with applicable provisions of this Agreement.

20.14. **Educational Leave for Instructional Support Staff:** Instructional Support Staff that pursue an Illinois Educator’s license shall be provided the option of taking a personal 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 twelve (12) weeks leave of absence and guaranteed employment with the Employer for any 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.
20.15. **Pay During Childrearing Leave:** Childrearing leave shall be unpaid unless the bargaining unit employee is otherwise eligible to use accrued benefit time during the leave in accordance with the applicable provisions of this Agreement.

20.16. **Emergency Leave:** A bargaining unit member who has exhausted all eligible FMLA or personal leave may request an unpaid leave due to an unusual and unforeseeable event that legitimately requires the Bargaining Unit Member to miss work. Emergency leave cannot exceed twelve (12) weeks and combined with any other leave cannot exceed twenty-four (24) weeks of leave in a twelve (12) month period.

20.17. **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.

20.17.1. **Definition of Family Member:** In addition to the leave rights provided by the FMLA (care for a child, spouse, or parent), employees shall be permitted up to twelve (12) unpaid weeks of leave per year to care for a family member for whom they can provide documentation that they are the primary caregiver.

20.17.2. **Leave for Child Rearing:** Employees taking FMLA for newborn-care, adoption, and foster-placement leave shall be allowed to take leave within one (1) year of a qualifying event.

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

20.17.4. **Compensation During FMLA:** FMLA is unpaid, through employees receive insurance benefits; however, bargaining unit member will be required to use any available benefit time they have accrued, which will run concurrently with FMLA.

Bargaining unit members may be compensated through the following:

i. Paid parental leave
ii. Accrued sick leave or personal time; or
iii. A combination of STD (should the employee participate in the employer’s STD), personal time and sick leave.
Bargaining unit employee 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.

20.17.5. **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, these non-school/non-work days or shutdown period will count against the member’s FMLA allotment.

20.18. **Paid Parental Leave:** A member wishing to take paid parental leave must apply and be eligible for Family Medical Leave Act (FMLA) leave. Effective upon ratification, eligible members shall be granted in the following paid parental leaves, in conjunction with and as part of an approved FMLA leave:

- 12-23 months of service: Three (3) weeks of paid leave (exclusive of holidays, non-work days, temporary school closings or shutdowns).
- 24-59 months of service: Six (6) weeks of paid leave. (exclusive of holidays, non-work days, temporary school closings or shutdowns).
- 60+ months of service: Seven (7) weeks of paid leave. (exclusive of holidays, non-work days, temporary school closings or shutdowns).

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 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.

Members who are acting as gestational surrogates are eligible for paid parental leave as outlined for their own recovery for routine childbirth. Such paid leave may be taken once per birth event and must be taken within one (1) year following the event.

Paid parental leave, or any portion thereof, may be taken within a year of a child being in the home.

Paid parental leave may be combined with other earned paid time off such as personal or sick leave to achieve the maximum amount of paid time off from work.
20.18.1. **Health Insurance During Personal Leave of Absence:** A bargaining unit employee’s health insurance benefits will be maintained for the duration of a personal leave, provided that the bargaining unit employee will be responsible for paying the employee contribution out-of-pocket for any portion of a personal leave that is unpaid.

20.19. **Failure to Return:** If a bargaining unit employee does not return to work at the conclusion of an approved leave or its extension after ten (10) days, 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. Work Year and Workday

21.1. **Work year for Instructional Staff:** Unless otherwise specified in this Agreement, the work year for all bargaining unit members, except non-instructional staff, shall be one hundred eighty-six (186) days for returning instructional staff members and up to one hundred eighty-nine (189) days for 1st year employees, which shall consist of one hundred seventy-six (176) days of student attendance and ten (10) required professional development or teacher institute days and two (2) report card pick-up days.

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

21.1.2. **New member professional development:**

   a. New bargaining unit members who are Instructional Teaching Staff or Instructional Student Services Staff, including any prior employees who were hired after January 1, may be asked to attend up to an additional three (3) Induction Professional Development Days.

   b. All newly-hired paraprofessionals will receive a one (1) day orientation/training in their job area / responsibilities at the beginning of employment. If hired before the start of the school year, it will be the day before instructional staff return to school.

21.2. **Work year for Non-Instructional Staff:** All Non-Instructional Staff positions (office staff) will be fifty-two (52) week positions. Non-instructional staff shall have at least one (1) week of paid Winter Break, which shall be inclusive of Christmas Eve and Day and New Year’s Eve and Day.

21.3. **Inclement Weather:**

   21.3.1. **Canceling school:** In the event the Employer determines that weather conditions require the cancellation of student attendance, all bargaining unit members shall be notified by email that they shall not be required to work. All bargaining unit members shall be paid for any day of student attendance canceled due to inclement weather or safety conditions. If school is canceled, bargaining unit members will not be required to work from home. Bargaining Unit Members shall not be required to make up any days canceled due to inclement weather unless the day(s) need to be made up in order to meet the necessary number of instructional days required by ISBE.
21.3.2. **Inclement Weather Leave:** Members may use available benefit time or take unpaid leave at their own discretion or take unpaid leave at their own discretion if they are unable to safely get to school based on a weather emergency declared by the local government entity in the area where the bargaining unit member lives.

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

- Labor Day
- Indigenous Peoples Day
- Election Day or Veterans Day (starting in SY 24-25’)
- For SY 23-24; school will end on June 3rd instead of June 5th
- Thanksgiving Day & Day After
- Christmas Eve & Day
- New Year’s Eve & Day
- Martin Luther King, Jr. Day
- Presidents Day
- Memorial Day
- Juneteenth
- Independence Day

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.

21.5. **Holiday leave/ Floating Holiday:** Bargaining unit members may be granted up to two (2) additional non-attendance days with pay for the observation of a documented religious holiday, which shall not be considered an absence and shall not be counted against the member’s benefit time.

21.6. **Conference and Report Card Pickup Days:** There shall be two (2) parent teacher conference days each academic year. The Employer shall not schedule additional parent teacher conference days beyond the two (2) stipulated in this article.
21.6.1. **Instructional Teaching Staff Schedule:** The schedule for these days shall be:

- Minimum of sixty (60) minutes for lunch
- The workday shall begin no sooner than 8:00 am and end no later than 6:00 PM. To the extent possible, translators will be provided for the full duration of both conferences.

21.6.2. **Instructional Student Support Staff:**

a. To the extent possible Paraprofessionals will be required to be present at the meetings of the classrooms students they support. If a paraprofessional is assigned to more than one classroom and has a scheduling conflict, the Principal and the paraprofessional shall discuss which classroom’s Parent Teacher Conferences they will attend.

b. Non-paraprofessional instructional student support staff, including school social workers, counselors, MTSS teachers, ELL teachers, and DL teachers shall coordinate with general education teachers to schedule conferences for students they provide services to.

21.6.3. Non-Instructional staff shall coordinate with their supervisor to schedule tasks for conference days.

21.7. **Standard Workday:**

21.7.1. **Workday for all staff except office staff:**

a. The standard workday for Bargaining Unit Members shall be eight (8) hours for SY 23-24 and seven (7) hours and thirty (30) minutes starting in SY 24-25, except as otherwise provided in this Article. The standard workday 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).

b. At the elementary level, when assigned, supervision duty 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. 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 assignment of supervisory duty despite any personal preference is appropriate where the safety of students or continuity of school operations is a
consideration. The Employer shall ensure that there is an equitable distribution of student supervision hours. When not assigned to supervision duty, Instructional Staff will organize their own before- and after-school schedules, applying the values of professionalism and collaborating with colleagues, students, and families.

21.7.2. **Office staff:** With the exception of parent-teacher conferences and special events, the normally scheduled workday for all full-time employees covered by the Agreement will consist of eight (8) hours within a daily operational timeframe between 7 a.m. and 4:30 p.m.

21.8. **Lunch:**

21.8.1. **Instructional Staff:** Instructional Staff shall, except as outlined below, have at least a continuous sixty (60) minute duty-free lunch period concurrent with student lunches each day.

21.8.2. **Non-instructional staff:** Non-instructional staff shall have a minimum of sixty (60) minutes continuous and duty-free lunch period. Lunch periods will not be taken at the end of any day to accommodate early departure or before 10 am.

21.8.3. All efforts will be made by management to honor emergency release requests.

21.9. **Grading Time on Early Release Days:** At the end of each quarter, a self-directed early release day will be provided.

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

21.11. **Early Release Day Meetings**

21.11.1. If the Employer, in its sole discretion, determines that a change to the scope and sequence is necessary, the Employer shall provide no less than one (1) week notice to Instructional Staff if such change includes a change in schedule.

21.11.2. A quarterly calendar of the topic(s) of professional development will be provided a week prior to the start of the quarter.
21.12. **School Events:**

21.12.1. Each school year, Instructional Teaching Staff and Instructional Student Services Staff shall attend up to three (3) important school events that occur outside of the Instructional Day. Examples of such events include but are not limited to graduation day, open house, and school dances.

a. Administration shall post (paper or electronically) all known events with dates and times noted at the beginning of the school year and allow Bargaining Unit Members to rank the events by priority. After bargaining unit members have had a reasonable opportunity to rank their preferred events, then events will be assigned based upon Member ranking and upon constraints that include the number of interested parties and the number of team members needed.

b. If a Bargaining Unit Member has an unavoidable family obligation or an unforeseeable and emergent situation that would prevent attendance at a scheduled event, exceptions to attendance or time of attendance may be made with Principal approval.

c. In the event that a pre-scheduled event is moved to a different day or an extended length of time, assigned staff who can no longer attend will be given alternative duty options with a similar time requirement or they will be exempted from the event requirement. For example, if a weekday event is shifted to the weekend, staff can switch to a weekday event.

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

a. Bargaining unit employees shall receive the non-instructional rate for all work done planning or for additional time or duties working at additional school events as required by employer except as above in this section.

b. To the extent possible, Security shall be provided for all after school events.
Article 22. General Working Conditions

22.1. **Job Description:** 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. Updated job descriptions will be redistributed to affected members upon completion of revisions. Job descriptions shall identify reporting relationships.

22.2. **Supplies and Reimbursement:** All requests for supplies must be directed to administration for review and determination of approval. Each Bargaining Unit Member shall be reimbursed up to $150 each semester for classroom supplies and materials purchased by them for student instruction and support. Bargaining unit members shall follow the Employer’s purchasing procedures in order to be eligible for the reimbursement.

22.3. **Mileage Reimbursement:** Bargaining unit members required to use their own automobile to travel during the workday or for pre-approved circumstances shall be reimbursed for the expense at the current IRS rate.

22.4. **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.

22.5. **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 via the Professional Solutions Committee prior to such changes being implemented. The parties further agree that all changes to the handbook will be communicated within ten (10) working days to Bargaining Unit Members. All Bargaining Unit Members have access to the handbook electronically.

22.6. **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.

22.6.1. Employees who elect to resign may participate in an exit interview with Human Resources at a time that is mutually agreeable to the departing employee and Human Resources.
22.6.2. 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.

22.7. **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 in bargaining unit employee workspaces, it will notify Bargaining Unit Members of the location of such cameras.

22.8. **Late Pick Up:** If a bargaining unit member is required to stay after school to supervise students, they will be paid at the non-instructional rate per hour for the time spent supervising the student.

22.9. **Missed Prep:** Should a member of Instructional Teaching Staff or Support Staff miss the majority of a planning period for an IEP meeting or other scheduled meetings, or when a bargaining unit member is assigned to perform translation services, then an equivalent number of minutes missed shall be provided by campus administration, or the member shall be compensated at the loss of prep rate set forth in the Stipend Article (Article 17) of this Agreement for the interrupted period, based on the member’s preference. Missed prep periods that are not made up must be reported and approved by administration within the same or following pay period.

22.10. **Bell Schedule Taskforce:** Every other year beginning for the 2023-2024 school year, bargaining unit members with representation from the primary, intermediate, and middle school grades, DL, ELL, and enrichment departments will form a taskforce to provide input on whether to keep the current bell schedule or to change it. The discussion will take place in January to decide the schedule for the following school year.

22.11. **Yearly Assessments:**

22.11.1. **Required Assessments:** As soon as practicable after ISBE has published the state assessment calendar, annually, 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 mandates by a program (i.e., AP or any program that requires a test for student credit or program accreditation).
22.11.2. **Additional Assessments:** Each year in the spring, the PSC may collaborate to develop a recommended plan for additional assessments, if any, per grade band or content area/department.

22.12. **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 a designated window of time for all bargaining unit members to bring scheduling concerns and/or issues to the Principal or designee for potential resolution prior to the first day of classes. The PSC or bargaining unit member shall have the right to bring forth any roster or course assignment concerns to the administration at any time.

22.13. **ELL Student Responsibilities:** Crucial information about ELLs shall be distributed to Instructional Staff within the first two (2) weeks of school or as it becomes available. For each Instructional Staff member, this information, where available, include 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.

22.14. **Translation Services:** Where feasible, the Employer will provide translation services for staff to use when calling students’ parent(s)/guardian(s).

22.15. **Organizational Chart:** Annually, the Employer shall distribute to bargaining unit members an organizational chart which may change from time to time.

22.16. **Onboarding Process:** The Professional Solutions Committee may make recommendations regarding the onboarding processes for all bargaining unit members for the school, inclusive of New Teacher Orientation.

22.17. **Assignment Changes for National Board Certification Candidates:** Provided a bargaining unit member has reported their candidacy for National Board Certification in writing to the administration, the principal shall take into account whether the teacher is a candidate for National Board Certification and whether the new assignment will negatively impact 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: Every reasonable effort shall be made to provide the agenda and any materials that need to be reviewed and/or completed prior to a professional development session to bargaining unit employees. Documentation for all employer provided PD shall be provided to CTU members for the purposes of submitting evidence to ISBE for licensure renewal.

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 workday, which includes full-day professional development days.

23.3. Professional Development for First-year Teachers: The Employer agrees to provide professional development support for teachers through completion of their first full year of employment. Such support may include a mentoring program, an ongoing professional development program, as well as time devoted to learning and training in the Evaluation System. The Employer will request feedback from the Union regarding the development and success of the mentoring program.

23.4. Professional Development Feedback: The PSC shall meet at least once per semester to provide feedback on recent professional development, to review the upcoming professional development plan, and to discuss ideas for improvement.

23.5. Outside Professional Development: The Employer supports the professional development of its teachers and staff. To that end, the Employer will offer at least $250 for Teaching and Student Services Staff Bargaining Unit Members to attend approved outside professional development per year and up to $250 for Support Staff and Non-Instructional Staff to attend approved outside professional development per year. Bargaining Unit Members may apply for additional funding for approved professional development.

23.6. Professional Development Release Days: Teachers shall be provided with up to two (2) days where the employer may approve release time to attend professional development needed for teaching license renewal. Professional development release days shall be subject to Principal-approval, but such approval may not be unreasonably denied. All of these professional development release days shall be paid.

23.7. A non-exhaustive list of other information related to Professional Development can be found in the following articles:

23.7.1. Gender Support Coordinator will be given release time to attend relevant professional development. (Article 42, LGBTQ+ Safe Schools)
23.7.2. Professional Development can be worked on by the PSC or a relevant subcommittee. (Article 6, Committees)

23.7.3. Professional development on restorative justice and restorative practices shall be provided to staff. (Article 43, Restorative Justice Practices)

23.7.4. Creation of a Professional Development and Equity Committee.

23.7.5. The PSC shall make recommendations about professional development. (Article 39, Diversity and Inclusion and Article 42, LGBTQ+ Safe Schools)

23.7.6. The Employer shall designate mandatory training sessions for all staff, focused on racial equity, gender equity, and Title IX procedures and staff shall receive training on trauma-informed educational policies. (Article 39, Diversity and Inclusion)

23.7.7. Floater teachers serving in an interim capacity will receive paid professional development on implementation of special education accommodations and modifications as well as paid corresponding preps which may be used to collaborate with special education teachers. (Article 37, Floater Teachers and Substitute Teaching)

23.7.8. Professional development related to specific positions can be found in the article specific to those positions or working conditions articles.
Article 24. Teacher Working Conditions

24.1. Planning Periods/Prep Time: Except as otherwise set forth in this Agreement, Elementary Instructional Teaching Staff shall have no more than one thousand five hundred minutes of instruction per week and shall receive a minimum of three hundred (300) minutes of preparation time each week.

24.1.1. Each day self-directed prep time: Each teacher’s schedule shall include one (1) continuous sixty (60) minute duty-free, self-directed preparation period per day.

24.1.2. Administratively directed prep: The time after dismissal on early release days may be used for administratively directed activities for staff development, teacher collaboration, department meetings, subject area team meetings and other professional preparation activities. This time may not be used for duties or student monitoring. If this time is not planned for administrative directed meetings, staff can use the time as self-directed prep.

24.2. Class Schedules: Except for events or staffing shortages, daily class schedules and instructional time for each subject shall remain consistent daily unless otherwise agreed upon by the campus Professional Solutions Committee or designated scheduling sub-committee.

24.3. Schedule Changes: After the first ten (10) instructional days, if a teacher’s schedule changes in a significant way (i.e., change in content area, grade level or academic level that impacts over 40% of the teacher’s course load), the teacher shall be given five (5) instructional days of notice prior to such change taking place. Within the five-day period, the teacher shall receive a minimum of twelve (12) additional hours of planning and preparation time.

24.4. Supervision Duty: Teachers shall be required to complete the equivalent of up to forty-five (45) minutes of duty time per instructional day. These duties shall normally include outside arrival, breakfast, lunch, recess, or outside departure, and may not include janitorial work or maintenance work. Teachers may opt to sign up for additional duties with Principal approval and will be compensated at the non-instructional rate of pay.

24.5. Teaching Assignments for Next Year: Teachers shall be allowed to submit in writing their course preferences prior to the first Monday in April. In departments or course bands, teachers shall be able to draft teaching assignments and submit them to administration. Initial teaching assignments shall be shared with Teaching Staff by end of school year with the understanding that assignments are not final.
24.6. **Unit and Lesson Plans:** The development and use of lesson plans is a professional responsibility. Any returning teacher seeking format flexibility may at the start of the school year present an alternative lesson-planning format to the Employer or employer designee for approval. The alternative format shall be approved for use provided that it includes all required content for lesson plans. Lesson plans shall only be required to contain components laid out in Article 51, Evaluation. Lesson plans will be posted before the lesson occurs.

24.7. **Grading Policy:** As outlined in the CHES Handbook subject to the review and input of the PSC annually.

24.8. **Progress Reports:** To the extent possible, on early dismissal days immediately prior to grades being due for progress reports or report cards, instructional staff shall have all of their professional development time be self-directed in order to enter grades or reports.

24.9. **Substitute Teaching:** Internal substitution is defined as one (1) bargaining unit member covering a class or duty for another Bargaining Unit Member in lieu of a planning period. No Bargaining Unit Member shall be required to perform internal substitution during a planning period; however, Bargaining Unit Members may volunteer to substitute for any period during which they are not already assigned a class. Bargaining Unit Members who volunteer to provide a full class period of internal substituting shall be compensated at the instructional rate as set forth in the stipends. The Principal shall give teachers a twenty-four (24) hour notice of substitution assignments whenever practicable.

24.10. **Mentoring:** In the event the school budgets for Mentors, Mentors will be assigned to Bargaining Unit Members in teaching roles. Teachers new to the school will receive a mentor for one (1) year if they have previous teaching experience, and two (2) years if they are new to the teaching profession.

24.10.1. **Selection of Mentors:** The Employer will use criteria supported by state guidelines (Illinois Induction Program Standard 5) in the selection of mentors. Selection criteria includes the following:

- Must have a minimum of four (4) years of teaching experience;
- Must have performed successfully as a teacher as evidenced by the most recent summative evaluation, and have no instructional deficiencies noted;
- Must commit to participating in training on the school Mentor Program during orientation, and as necessary, professional development and/or teacher institute days;
- Must be endorsed by the supervisor;
24.10.2. **Role of Mentors**: Roles and expectations of mentors include the following:

- Abide by established professional expectations as outlined in the school Employee Handbook and model appropriate professional behavior;
- Serve as a key support person for the beginning teacher;
- Participate in site-based teacher support activities;
- Provide feedback;
- Assist the beginning teacher with the interpretation and application of the Illinois Teaching Standards and Common Core Standards;
- Collaborate with the beginning teacher in the preparation for evaluation;
- Serve as a key support person for acclimating the beginning teacher to the school community;
- Provide resources as needed or as deemed appropriate;
- May support professional development at the beginning of the school year upon Principal request.
- Is non evaluative.

24.10.3. **Selection Process**: The school’s Administrative Team will oversee the selection of mentors and may involve other outside professional experts in the selection process. Teaching Bargaining Unit Members may take part in an interview with the selection team process.

24.10.4. **Number of Mentees**: Based on the need of the school, school leadership may request that mentors take on up to two (2) mentee(s). Teachers are not required to become mentors.

24.10.5. **Compensation**: Mentors shall receive a stipend of $500 per semester.
Article 25. Special Education

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

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

25.1.2. If any meeting related to the administration of an IEP or Section 504 plan causes a Special Education Teacher to miss a portion of dedicated, self-directed preparation time, they will receive a proportional payment for the portion of their missed prep as set forth in the stipends.

25.2. Elementary School Special Education Teacher Caseloads and Responsibilities:

25.2.1. Caseloads: Elementary school special education teachers shall be the primary provider and writer of the IEP for no more than seventeen (17) students and to the extent possible not serve students in more than four (4) consecutive different grade levels. In the event that the Employer must temporarily exceed the limit of seventeen (17) students, the employee shall be paid one thousand dollars ($1000) for each student beyond seventeen (17) for each month that the teacher’s caseload exceeds seventeen (17) students.

25.2.2. If a teacher’s caseload or instructional caseload exceeds seventeen (17) IEPs, the teacher must notify the Union Chair, the principal, and Human Resources so that the caseload and instructional caseload can either be reduced or so that the teacher can be appropriately compensated.

25.3. Instructional caseload: Elementary school special education teachers shall provide instructional support to a maximum of seventeen (17) students per week. In the event that the Employer must exceed this limit, the employee shall be paid five hundred dollars ($500) for each student beyond seventeen (17) for each month that the teacher’s instructional caseload exceeds seventeen (17) students. Elementary school special education teachers shall not provide instructional support to more than four (4) consecutive grade levels during a semester. In the event that the Employer must exceed this limit, the employee shall be paid five hundred dollars ($500) for each grade level beyond four (4) for each semester that the teacher’s instructional caseload exceeds four (4) grade levels.
25.4. **Preparation time:** The Principal shall work with the SPED teachers to grant each SPED teacher appropriate release time to provide adequate time where special education teachers can meet with other staff or work on IEPs.

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

25.6. **Substitute Teaching:** Special Education teachers shall not be assigned as substitute teachers unless all other available instructional and support staff are unavailable or already assigned.

25.7. **SPED class scheduling:** The case managers and administrators will meet prior to scheduling each year to work on class assignments and schedule for the following school year no later than May 31st. The Special Education schedules shall be the first schedules made for the following school year and they shall meet all IEP minutes of the students enrolled at the time of creation. If new students enroll after the beginning of the year, those students shall be scheduled within ten (10) days of enrollment. To the extent possible, The schedule for the following school year will be sent to the Special Education team for review. The case manager(s) and administrators shall make the final decision on caseloads and assignments and will provide schedules/caseloads to Special Education teachers and paraprofessionals by the first non-student attendance day of school. To the extent possible, Special Education teachers shall be given their teaching assignments for the following school year at the end of the current school year, with the understanding that assignments may change due to enrollment. Special Education teachers’ seniority, grade level expertise, and preference shall be considered when creating the schedule and caseload for each teacher.

25.8. **SPED class size limits:** Special Education class sizes shall be programmed as required by law.

25.9. **Elimination of Subcontracting and Privatization of Special Education Teachers:** Where possible, Special Education teachers shall be directly hired by the Employer and the Employer shall not subcontract this work out to any third party.

25.10. **Case Managers:** All Staff currently carrying out responsibilities and duties of a Case Manager on a full-time or part-time basis shall be titled as such. The case manager shall be considered an administrative position if they perform supervisory duties. Otherwise, they shall be considered bargaining unit members. In the event that CHES places case management duties upon teachers or PSRPs or other bargaining unit members, management shall negotiate terms and conditions with the CTU. The provisions below shall apply only for case managers who are bargaining unit members.
Article 26. Bilingual Education

26.1. **Class Size Language for ESL/Bilingual Classes:** In accordance with Illinois law, the student-teacher ratio in ESL/Bilingual classes shall not exceed 90% of the average student-teacher ratio in general education classes for the same grade. A class with one or more English Language learner(s) shall be considered an ESL/Bilingual class.

If student-teacher ratio in ESL/Bilingual class exceeds 90% of the average student-teacher ratio in general education classes for the same grade, the teacher shall receive a $500 stipend per semester per class.

26.2. **ELL Teachers:** The English Learner Teacher position shall be staffed by Bilingual Program Coordinators (BPCs) who 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. The Bilingual Program Coordinator shall not be tasked with responsibilities outside the scope of this role (e.g., World Language Instruction, Substitute Teaching, lunch duty, etc.).

26.2.1. ELPT/BPCs and ELL Teachers shall not be assigned as substitute teachers unless all other available staff, excluding Special Education teachers, are unavailable or already assigned.

26.2.2. ELL Teachers shall be afforded at least one administratively directed prep per month to collaborate with their colleagues, co-teachers, and homeroom instructional staff.

26.2.3. It is recommended that the ELPT/BPC have at least two (2) years of experience in a Bilingual Program.

26.2.4. ELL/BPCs shall coordinate the Access Test and Initial Screeners. Instructional staff shall be provided professional development time to become certified to administer the Access test. Any bargaining unit member required by administration to conduct Access testing outside of normal professional duties shall be compensated at their hourly instructional rate.

26.2.5. ELL/BPCs shall work in collaboration with the Administration to create the schedule for Bilingual students throughout the school year.

26.2.6. EL/BPCs shall be given a dedicated workspace within the building.
26.3. **Bilingual Teachers:**

26.3.1. An ELL teacher who provides daily push-in support, shall be considered a co-teacher.

26.3.2. ELL teachers will have flexibility to meet their responsibilities during the first thirty (30) instructional days of school in order to complete the WIDA kindergarten screener and Access testing.

26.3.3. ELL teachers may use their self-directed prep time in order to translate general education classroom materials and posters.

26.3.4. To the extent feasible and appropriate, ELL teachers shall receive classroom and instructional materials comparable to general education teachers. Additionally, upon request and resources are available, bilingual teachers shall be provided with translated copies of class books and materials sufficient to meet the needs of the students on their caseload.

26.3.5. ELL teachers shall participate in multi-disciplinary team meetings, IEP meetings, and any other meetings pertaining to ELL.

26.3.6. ELL teachers shall receive release time for professional development specific to serving ELL students and families during the school day and year.

26.3.7. ELL shall receive professional development time each semester to meet with general education teachers in order to communicate the language needs and progress of ELL students. To the greatest extent possible, this meeting time shall take place within 3 weeks of report card conference.

26.4. **Classroom Space for Bilingual Teachers:** Principals shall provide physical facilities for ELL teachers to pull small groups. To the greatest extent possible, these facilities shall be in a classroom or other workspace with minimal distractions.
Article 27. Summer School

27.1. If Summer School is offered by the Employer, positions will be posted internally for bargaining unit members interested in applying for the opportunity to teach summer school. The agreement to take on a summer school class is voluntary on the part of the bargaining unit member and must be approved by the Principal.

27.1.1. The rate of pay for members shall as stipulated per Article 17, Stipends.

27.1.2. Workday length may be set by the Employer but must not exceed five (5) hours. Members shall be paid for all hours they are required to be at the workplace, with one (1) start time and one (1) end time per day.

27.1.3. Summer school will be a minimum of sixty (60) hours of instruction.

27.1.4. Summer school class sizes are not to exceed fifteen (15) students.

27.1.5. Members teaching summer school shall continue to be accorded all rights detailed elsewhere in this agreement, including due process, grievance, but shall not be subject to the evaluation procedures found in Article 51.
Article 28. Counselors

28.1. The number of Elementary Counselors at Christopher House elementary school shall allocate one (1) full-time school counselor for school year 2023 and 2024. That allocation shall continue provided that Christopher House retains the same overall budget and student enrollment as this (2023-2024) school year from CPS, excluding ESSER funds, to support students with High School placement, social emotional, postsecondary, and academic needs.

28.2. Counselors shall work within a continuous grade band of no more than five (5) grades (for example, K-4 or 5-8). Counselors’ seniority, grade level expertise, and preference shall be taken into account when creating the schedule. The counselor overseeing high school applications shall not serve more than four (4) grade levels or two hundred and fifty (250) students, whichever is less.

28.2.1. In the event that the Employer must temporarily exceed these limits, then each counselor shall be paid $250 per week for every fifty (50) students or fraction thereof exceeding these limits.

28.3. Responsibilities and working conditions: 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, recess monitors, hallway monitors, lunch monitors, or substitute teachers. The Employer shall not require counselors to perform case management responsibilities.

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

28.3.2. If a counselor is approved by the Principal to work beyond the regularly scheduled school day for parent or high school events, they shall be compensated at the non-instructional rate.

28.3.3. Counselors shall be provided with facility space and a discretionary budget as determined by the Principal to host events, including but not limited to high school fairs and parent nights.

28.3.4. In the event that school counselors are asked to assist with physical restraint of students for safety purposes, they must be CPI trained.
28.3.5. School counselors may be provided with a principal approved curriculum to meet students’ post-secondary, academic, and SEL needs.

28.3.6. School counselors shall not supervise or evaluate other clinicians or bargaining unit members.

28.3.7. Counselors shall be provided an annual budget for materials that support students’ post-secondary, academic, and SEL needs.

28.4. **Workspace:** Counselors shall be provided use, as needed, of a workspace at the school where appropriate confidentiality can be maintained. Whenever possible, the office/space shall be separate from all ISS and disciplinary spaces.

28.5. **Preparation Time:** Counselors shall receive the same daily hour of prep as instructional staff. In accordance with ASCA recommendations, counselors shall also receive an additional two (2) hours of prep a week dedicated to preparing case notes and working on high school applications.

28.6. **Counselor Orientation & Professional Development:** A professional orientation meeting shall be held once each year during the regular school day. Management shall also conduct one (1) annual meeting between the principal and counselor(s) to review the duties and responsibilities of counselors. To the extent feasible, School administrators shall schedule beginning of the year activities that require counselor involvement so that said activities do not prevent counselors from attending beginning of the school year all-staff orientation and professional development. The Principal may provide counselors with release time for professional development specific to counseling during the school day and year.

28.6.1. Counselors shall receive release time to attend all district-wide mandatory trainings.

28.7. It is best practice that counselors be directly hired by the Employer to the extent feasible.
Article 29. Social Worker

29.1. Elementary Social Worker Caseload: There shall be one (1) full time social worker for every two hundred and fifty (250) students or fraction thereof, i.e., if there are 251 students, the school shall have two (2) full time social worker.

   29.1.1. CHES shall maintain current numbers of Social workers for SY 23-24. Those social worker positions will continue to be staffed provided there is the same overall budget from CPS and student enrollment as SY 23-24 excluding ESSER funds.

   29.1.2. In the event that the Employer must exceed fifty (50) assigned students per social worker caseload then each social worker servicing students beyond the maximum caseload shall be paid $250 per week for every fifty (50) students or fraction thereof exceeding this limit.

   29.1.3. In the event that the number of students with IEP or 504 social work needs exceeds this limit additional social work services shall be identified.

29.2. Responsibilities: In programming and directing the work of a social worker, a Principal shall assign duties to the social worker that are consistent with the recommendations of the National Association of Social Workers. As such, in order to maximize social workers’ time working with their caseload, social workers shall not be required to act as advisors, exam proctors, recess monitors, hallway monitors, lunch monitors, and will be the last inline to serve as substitute teachers.

   29.2.1. In the event that social workers are asked to assist with physical restraint of students for safety purposes, they must be CPI trained.

29.3. Workspace: Social workers shall be provided use, as needed, of a workspace within the school where appropriate confidentiality can be maintained. Whenever possible, the workspace/space shall be separate from all in-school-suspension or discipline needs.

29.4. Preparation Time: Social workers shall receive the same daily hour of prep as instructional staff, dedicated to preparing case notes and consulting with general education teachers. This preparation time shall be considered separate from the release time outlined below.

29.5. Release Time: Social Workers shall be granted up to four (4) hours per month for IEP preparation or collaboration with general education peers focused on meeting the needs of students with IEPs. Release time may be incorporated into professional development time.
or by dividing the time into smaller increments during the instructional day (for example, early release days, time during staff development days, etc.).

29.6. **Social Worker Orientation & Professional Development**: A professional orientation meeting shall be held once each year during the regular school day. Management shall also conduct one (1) annual staff development workshop for social workers to review the duties and responsibilities of social workers. School administrators shall schedule beginning of the year activities that require social worker involvement so that said activities do not prevent social workers from attending beginning of the school year all-staff orientation and professional development. The Principal may provide social workers with release time for professional development specific to social work during the school day and year.

29.6.1. Counselors and social workers shall receive release time to attend all district-wide mandatory trainings.

29.7. **Confidentiality**: No member of the social work team shall be asked to perform duties that would violate or interfere with their social work license.

29.7.1. The social work team shall be provided with the appropriate technological resources to follow HIPAA laws. Social workers shall not be asked to share confidential student information that would violate HIPAA laws.

29.8. **Peer Supervision**: Every clinician shall have access to peer supervision provided by an LCSW clinician as recommended by ISBE. If one (1) bargaining unit member on staff has an LCSW endorsement, they shall be considered for the role of peer supervisor by the Employer. In the event the Employer determines that a peer supervisor position is needed, the position will be posted as a vacancy in accordance with Article 49. If this role is filled by a bargaining unit member, the peer supervisor shall receive a stipend of $60 per hour for peer supervision outside their normal work hours.

29.9. It is best practice that Social workers be directly hired by the Employer to the extent feasible.
Article 30. Support Staff Working Conditions

30.1. Professional Development: The Employer and the Union recognize the value of professional development. Support Staff 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.

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

- Tour of the school
- Explanation and training on job duties and responsibilities

During the school year, support staff shall receive professional development on the following items:

- How to read and implement an IEP/504
- How to login into SIS and how to do data tracking, if applicable
- Non-verbal communication training like PECs/AAC, if applicable
- Autism spectrum disorder training, if applicable
- Behavioral intervention training, if applicable
- Crisis Prevention Institute (CPI) training is applicable

30.2. Student IEPs and 504s: All Support Staff shall be provided access to 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 role.

30.3. Supervision duties: Support Staff shall only be assigned lunch or recess supervision duties, if their assigned student minutes are met and there is no disruption to their lunch or prep. They may volunteer for additional supervision duty as a stipended role.

30.4. Job Duties: Utilization of all support staff shall be in conformity with job descriptions and responsibilities.
30.4.1. **Outside duties**: If a support staff member is asked to do something outside the normal responsibilities of their position, they shall be compensated additionally at the non-instructional rate.

30.4.2. **Substitute teaching**: Support Staff can volunteer to substitute teach during their preparation period or during their lunch period. Any Support Staff member substitute teaching shall be paid at the Instructional rate of pay. Internal substitution is defined as one (1) bargaining unit member covering a class or duty for another Bargaining Unit Member in lieu of a planning period or an assigned academic lab. The Principal shall give teachers a twenty-four (24) hour notice of substitution assignments whenever practicable. Support Staff 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. If paraprofessional is utilized as substitute, they shall be paid at the instructional rate of pay, or the paraprofessional can remain in their normal classrooms helping the class overall.

30.5. **Serving as a substitute paraprofessional**: Support staff may volunteer to serve as a substitute paraprofessional on their preparation period and shall be additionally compensated at the instructional rate of pay.

30.6. **Support Staff Scheduling**: See Special Education Teachers Article 25 for details on how paraprofessionals are assigned for the following school year.

30.7. **Preparation Periods for Paraprofessionals and TAs**: Dedicated preparation time for all Support Staff, except Lunch, Recess, and Hallway Monitors and Culture Specialists, shall include, on weeks where there is no scheduled PSRP professional development, seventy-five (75) continuous minutes on Friday. When PD is scheduled, PSRPs shall receive their prep time in fifteen (15) minute continuous increments throughout the week. This preparation period may be used for data entry for progress monitoring and for collaborating with classroom teachers and other PSRPs.

30.8. **Special Education Staff Meetings**: Whenever possible, Paraprofessionals shall be included in special education staff meetings.

30.9. **Supervising Substitute Teachers**: Support Staff shall not be used to organize, orient, direct, or otherwise supervise substitute teachers. Support Staff shall not be responsible for organizing sub plans for any teacher.

30.10. **Workspace**: The Employer shall provide adequate workspace for all Support Staff, appropriate to their job duties. The workspace shall include, at minimum, chair, secure

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space for personal belongings, access to a computer, working copiers, printers, and telephones.

30.11. **Administration of Medication:** No Support Staff shall be required to administer medication or to perform duties relating to medical treatment.

30.12. **Serving as a Translator:** To the extent feasible, The Employer will provide translation services for staff to use when calling students’ parent(s)/guardian(s).

30.13. **Accountability:** Bargaining Unit Members are encouraged to report to the Employer when they believe a student is not receiving appropriate special education services. Bargaining Unit Members shall not be subject to any retaliation for making such reports.
Article 31. Secretary Working Conditions

31.1. Administration of Medication: No Secretary shall be required to administer medication or to perform duties relating to medical treatment, except in emergency situations. Secretary may elect to be trained to do so (e.g., without limitation, blood borne pathogen training). Secretary shall not be responsible for preparing Emergency First Aid kits for Field Trips and events.

31.2. Training: Upon request by Secretary, they shall be provided the necessary training in the computer programs and other protocols and programs which are a necessary function of adequately fulfilling their job responsibilities including but not limited to, record keeping, reporting requirements, cash handling, audits, hands-on training for enrollment, SIS, CPR training, forms, visitor passes and procedures, etc.

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

31.4. Substitute Teaching: No Secretary shall be used as a substitute for a teacher.

31.5. Responsibilities:

31.5.1. Aside from pulling transcripts, no Secretary shall be responsible for graduate support for 8th grade students unless on a voluntary basis.

31.5.2. Secretaries are expected to make parent phone calls for attendance purposes, when reasonably possible, before 12pm.

31.5.3. Secretaries shall not be responsible for the creation, or maintenance, nor the scheduling of: emergency plans, FIMS, or parent volunteer supervision.

31.5.4. Secretaries shall not be required to serve as translators except to adequately perform core work duties. However, the Parties acknowledge that translation will be necessary for the adequate performance of a Secretary’s normal work duties. Office staff, translating outside of their professional responsibilities, may apply for and receive a translator stipend if they provide for translation services outside their regular workday, so long as they can fulfill the published requirements for the stipend without interfering with their fulfillment of professional responsibilities.
31.5.5. If required to supervise students during late pick-up, early arrival, student discipline, etc., outside of their scheduled work hours, Secretaries shall be compensated their hourly rate each hour, or fraction thereof, spent supervising students during late pick-up, early arrival etc.

31.6. **Workspace:** Secretaries shall be provided a secure workspace. No Secretary shall be required to work in person at a school without a member of their schools' administration, or designee, present in the building for the duration of the time a Secretary is present. If no administration is available, Secretaries will be permitted to work remotely.

31.7. **Technology:** All Secretary shall be provided with adequately functioning technology.
Article 32. MTSS Interventionists

32.1. **MTSS Interventionists**: For student body of 251-500 students, there shall be at least two (2) full time Academic Interventionist positions for the entire 23-24 school year and for the duration of the agreement if funding remains constant.

a. MTSS Interventionists’ prep and lunch shall be equal to that of Instructional Staff members.

b. Except as otherwise provided in the General Working Conditions, MTSS Interventionists shall only be required to monitor recess or lunch duty on a voluntary basis or in emergency situations.

c. Except as otherwise provided in General Working Conditions, Interventionists shall only be used to substitute teach on a voluntary basis or in emergency situations.

d. To the extent feasible, MTSS Interventionists shall be provided a designated location to pull students for small group and individual academic interventionists. To the greatest extent feasible, this location shall be in a classroom. When no classroom space is available, every effort shall be made to designate a location with minimal distractions to students’ learning.
Article 33. Elementary Enrichment Teachers

33.1. Elementary Enrichment Teachers: Enrichment teachers are those providing instruction in non-core academic content, such as, but no limited to, art, music, drama, foreign languages, dance, technology, and physical education.

a. Enrichment teachers shall have a designated space(s) and access to materials and equipment appropriate to the developmental needs of their students.

b. Each enrichment department shall have a designated, locked storage area for content-related materials.

c. Except as otherwise specified in General Working Conditions, Enrichment teachers shall not be required to perform more than an hour of lunch/recess supervisory duties when they teach four (4) hour of instruction a day.

d. Enrichment teachers shall teach within a continuous grade band of no more than five (5) grades (for example, K-4 or 5-8). Enrichment teachers’ grade level expertise and preference shall be considered when creating the schedule.

e. The Enrichment team shall have time at least once a quarter to collaborate as an enrichment department.

f. Whole-school events that include programming by enrichment teachers – including but not limited to the winter music program, the spring showcase, and field day – shall be scheduled by the end of the first month of the school year and in collaboration with the relevant enrichment teachers. In the month leading up to the event date, affected enrichment teachers shall be approved for up to eight (8) hours of additional prep in order to prepare materials, collaborate with other staff members, and/or rehearse with students. If enrichment teachers are required to stay beyond their regularly scheduled day for a programmed event, those teachers shall be compensated at the student activities rate as outlined in the Stipends.
Article 34. Lunch and Recess Monitors

34.1. Lunch and recess monitors may perform other support staff duties throughout the instructional day when not assigned to lunch and recess duty. General education classroom teachers, Special Education staff, Bilingual/ELL staff, Interventionists, paraprofessionals, counselors, officer clerks, or social workers after they are assigned a caseload will generally not be assigned to monitor lunch and recess unless they volunteer for such duties.

34.2. Enrichment staff may be assigned with lunch and recess monitoring only if they teach four (4) or fewer hours of instruction daily.
Article 35.   Library Facilities

35.1. Library space and resources shall be provided in the school building. A space qualifies as a library, at a minimum, if students are able to check out books. A qualifying space may include classroom libraries.
Article 36.  Class Size

36.1.  **Paraprofessionals for Kindergarten:** All kindergarten classes, if requested, may have two (2) FTE Instructional Teaching Staff and/or Instructional Support Staff as determined by administration based on classroom needs and funding.

36.2.  **Programming for Elementary and Middle School:** No class shall exceed twenty-eight (28) students. In the event the Employer must exceed the class size, each teacher that serves the additional students shall be paid a stipend of $500 per student per semester for every student beyond the class size limits established in this Article.
Article 37. Floater Teachers and Substitute Teaching

37.1. Floater Teacher: A floater teacher (a “floater”) is a bargaining unit member who holds an ISBE substitute license or PEL, their primary responsibility is to provide coverage for instructional staff and PSRPs.

37.1.1. Compensation: Floaters shall be on the same compensation chart as lane zero. Floaters shall also be entitled to Stipends as outlined in Article 17, Stipends.

37.2. Floaters Filling Vacancies: The parties agree that it is always preferable to hire employees into a permanent position over using long-term substitute employees or floater teachers. Upon request by the Union, the Employer will notify the Union of which positions are currently filled by a long-term substitute. To the extent possible, the Employer shall state the reasons the long-term substitute has become necessary.

37.2.1. Position Vacancies Filled Temporarily by Floaters: The Employer shall post all teacher and PSRP vacancies, and floaters shall be able to apply. In the case no floaters apply for the posting, administration can select a floater. For any vacancy that remains filled with a long-term substitute or Floater teacher, 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.

37.2.2. Long-Term Leaves Filled by Floaters: The Employer shall post interim vacancies created by a bargaining unit member on an approved leave and all floaters shall be able to apply. In the case no floaters apply for the posting, administration can select a floater.

37.3. Compensation for Long-Term Substitutes: When a teaching position opens due to an approved leave or a vacancy, the person filling that position shall be considered a long-term substitute. The person filling the position shall be compensated at the first step of Lane 0 of the salary scale upon their first day of coverage.

37.3.1. Long-Term Substitution Defined: Long-term substitution is defined as working more than five (5) consecutive days with the lead teacher responsibilities in the same classroom. Long-term substitutes shall retroactively receive long-term substitution compensation for days one to five (1-5) of coverage.

37.4. Working Conditions for Long-Term Floater: The working conditions of long-term floater teachers will be the same as bargaining unit member Instructional Teaching Staff, including work hours, required meetings, etc.
37.4.1. Floaters shall be given all required documentation and student information to fulfill their job duties and not limited to ELL accommodations, IEP’s and 504’s.

37.5. **Floater Prep and Lunch:** Floaters shall receive the same lunch and prep period as the position they are covering for.

37.5.1. **Additional Coverage:** In the event that the floater volunteers to provide coverage during their own lunch time, they shall be compensated at the Instructional Rate as outlined in Article 17, Stipends.

37.6. **Other Duties:** On days when a floater is not assigned to cover for a teacher or PSRP, they shall assist where assigned. They shall also assist with lunch and recess duties when possible.

37.6.1. **Additional Duties:** Additional duties may not include janitorial work, security work, kitchen staff work etc.
Article 38. Culturally Relevant Education

38.1. 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 may provide resources as agreed upon by the PSC for this purpose. Materials will be ordered within twenty-one (21) calendar days of principal or designee approval of the PSC recommendation to adopt the curriculum. This time may be extended by mutual agreement of the parties. Such curriculum shall include, where appropriate, information on the contributions of diverse groups, including but not limited to, Black, Latinx, AAPI, and other minority groups, including LGBTQIA+, people of diverse socio-economic statuses and women, to United States and World history and literature; labor history; and the struggle for human rights and gender equality in the world and United States past and present.
Article 39. Diversity and Inclusion

39.1. The parties share a commitment to diversity and inclusion, including a diverse workforce in terms of race, gender identity, and sexuality. In furtherance of this commitment, the parties shall incorporate discussions on Diversity & Inclusion with the Professional Solutions Committee meetings.

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

39.3. When the employer seeks candidates for vacant positions, consistent with applicable law, regulatory obligations, the Vacancies Article – Article 49, 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. Upon request, members of the PSC shall receive copies of these postings or a summary of where job openings have been posted each quarter.

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

39.5. If it chooses, the Union may also submit additional training recommendations to the Principal or the Employer in writing, but the Principal or designee is the final decision-maker over the appropriate professional development.

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

39.7. Upon request, the Employer will provide staff demographic data and retention trends annually to the Union and to the members of the PSC upon request.
Article 40.  Sanctuary Schools

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

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

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

In the interest of ensuring the success of the commitments made in this Article, the Employer and Union shall meet to develop a training program for staff on how to appropriately respond to ICE agents should they request entrance to the school facilities or grounds as well as proactive steps to aid students and families in obtaining legal or other assistance with immigration enforcement actions, provided the Employer isn’t obligated to incur any expenses.

40.1.3. The Employer and Union jointly declare that the buildings and grounds of the Employer’s school is sanctuary space 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.

40.1.4. Students and families trust the Employer to maintain their safety and the integrity of their family units. To foster this continued trust, personnel shall not inquire about or record a student’s or a family member’s immigration status and, pursuant to the Family Education Rights and Privacy Act ("FERPA"), shall not disclose, without parental consent, the immigration status of any student or other personally identifiable information. The Employer recognizes the trust families place in them and shall not voluntarily divulge information to immigration agents to the fullest extent possible under law.
40.1.5. Upon request by ICE agents to enter school grounds or to obtain or review the school’s or Employer’s records, the Employer shall verify the immigration agent’s credentials.

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

40.1.7. In the interest of ensuring the success of the commitments made in this Article, the Employer and the Union shall meet to develop a training program 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.

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

40.2. 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 41. Sanctuary Employer

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

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

41.2. Upon written request, the Employer may provide a reference for legal consultation or resources for any employees 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. The Employer will consider efforts to sponsor an affected employee for any employment-based immigrant or non-immigrant visas for which they are eligible. Nothing in this Agreement shall prevent the employer from providing financial assistance to the affected employee.

41.3. 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 spouse, domestic partner and/or children. The Employer may request verification of such absence, as long as such a request does not violate paragraphs (a) and (b).

41.4. In the event 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 of up to 24 weeks in a one-year period for purposes of the employee’s return to work. Specifically, the Employer agrees to reinstate the affected employee to the employee’s former position, if available, without loss of prior seniority upon the employee providing proper work authorization within two (2) years of the date of separation. If the former position is not available, the Employer agrees to reinstate the employee to substantially similar employment or the next available opening, to the extent possible, for which the employee is qualified and at that position’s salary with no loss of pay.

Any dispute regarding the meaning, interpretation, or application of this Article shall be subject to the grievance and arbitration procedure.
Article 42. LGBTQ+ Safe Schools

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

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

The Employer will follow the CPS Guidelines Regarding Transgender and Gender Non-Conforming Students, or any updated guidelines created by CPS. The CPS Guidelines shall not be subject to the Grievance Procedure, in addition to any guidelines created by the Employer and the language below:

42.1. The Employer and the PSC will collaborate to develop privacy policies that explicitly assert the confidentiality of information pertaining to students’ sexual orientation and gender identities. These policies shall include, at a minimum, that no bargaining unit member will be required to reveal a students’ sexual orientation or gender identity without the student’s permission. They shall also cover students’ right to use the bathroom that corresponds to their gender identity.

42.2. The Employer shall use bargaining unit members’ personal name and pronouns at all times with the understanding that unintentional mistakes may happen from time to time and people should continue to work to improve. The Employer and the PSC shall collaborate to develop a set of best practices regarding use of students’ personal names and pronouns, in alignment with CPS policy and the Christopher House values.

42.3. The Professional Solutions Committee in collaboration with the principal will select a volunteer staff member to serve as Gender Support Coordinator. The Gender Support Coordinator will be given digital space on the school’s website to post contact information, frequently asked questions, and support resources for LGBTQ+ students and families. The Gender Support Coordinator will also serve on the Professional Solutions Committee as a guest when relevant issues arise. The Gender Support Coordinator will be given release time to attend relevant professional development as approved by the Principal.

42.4. The faculty sponsor of the GSA will also serve on the Professional Solutions Committee, if they are elected.
42.5. 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.

42.6. CHES will provide instructional time to provide CPS mandated trainings, or CHES versions, focused on anti-bullying and diversity education at least once per year. The PSC may make recommendations on mandatory trainings focused on anti-racism, gender equity, and Title IX.

42.7. All staff will undergo mandatory anti-bullying and diversity education training annually.

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

42.9. Any dress code adopted by the Employer will be inclusive of a diversity of gender expressions.
Article 43. Restorative Justice Practices

43.1. 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 shall be standing item on the Professional Solutions Committee agenda. The PSC can study and make recommendations to the Principal with respect to student discipline, truancy, and school safety issues.

The Employer shall respond to recommendations from the PSC to improve the culture and climate of the school.

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

The Employer and the Union shall work collaboratively with local restorative practice community experts to develop curriculum and training modules to train school communities, individual teachers, and parents on restorative practices. Training shall be provided at least annually.

43.2. Commitment of Resources: The commitment of resources for this work may include but is not limited to:

- Medical or mental health services available to the school community,
- After-school programs,
- Social-emotional supports/trauma interventions by appropriately certified staff
- The appointment of a Restorative Justice Coordinator and provision of professional development for parents, students, and staff,
- Clinical services and community programming.
Article 44. Professional Development and Equity Collaborative

44.1. The parties share a goal 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.

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

44.3. The PD & Equity Collaborative 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 Collaborative. The Collaborative shall also work to maintain and increase educator diversity, monitor, and improve teacher retention, and foster safe inclusive school climates.

44.4. To effectuate these purposes, the PD & Equity Collaborative will evaluate the feasibility of creating a guidance document which may address the professional development needs of CTU bargaining unit members and/or the development of anti-racist educational tools and/or possible resources.
Article 45.  Students in Temporary Living Situations (STLS) Supports

45.1.  **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-POL.

45.2.  **Training and Orientation:** CHES management will ensure that staff are trained, at least every other year, in the rights of students that qualify for STLS and how the school community can ensure compliance with new state laws and existing federal laws.

45.3.  **STLS Liaison Stipends:** In the event the Employer assigns a bargaining unit member to be the STLS Liaison, the Employer shall also provide paid stipends in the amount of $1,000 per semester to any bargaining unit member assigned to serve as the STLS Liaison, according to the following schedule: one (1) stipend for 1-12 students in temporary living situations.

45.4.  **STLS Advocates and STLS Liaison Responsibilities:** The primary responsibilities for the STLS Advocates and the STLS Liaisons 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 on-going 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 46.  Green Schools

46.1. **Purpose:** Aiming for a goal of compliance with Chicago Public Schools’ Climate Action Plan to “[c]onserve, protect and sustain resources to provide health and higher performing facilities and 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, improve ventilation and insulation.

46.2. **Green Schools Initiative:** The PSC may consider Green School Initiative items to discuss facilities projects and upgrades as the parties deem appropriate and reflected in the PSC agenda. Such topics may include the following:

   46.2.1. Expedite and expand the creation and maintenance of outdoor education space and programs by implementing school composting programs, community gardening, and other sustainable practices to reduce our carbon footprint and address food deserts and other community needs.

   46.2.2. Install solar panels at school.

   46.2.3. Provide professional development to support the integration of school solar and other green technology with climate justice curriculum across the grade levels.

   46.2.4. Source 100% of the energy used by our school from carbon-free renewable sources.

46.3. **Information Sharing:** The Employer shall share information about facilities funding and grants upon request with the PSC when specific facilities projects are on the PSC agenda for discussion.
Article 47. Seniority

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

47.2. 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.

47.2.1. The bargaining unit member shall be restored to the appropriate salary schedule step and lane. Step and lane adjustments shall be applied for any relevant work experience and/or educational attainment acquired after resignation or layoff.

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

47.3. Returning to Bargaining Unit: Employees who leave the bargaining unit, but maintain employment with the Employer, who are then hired back into the bargaining unit position:

47.3.1. 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.

47.3.2. The employee’s seniority will be based on their years with the Employer.

47.3.3. If the employee held non-provisional status when they left the bargaining unit shall maintain that status upon return to the bargaining unit.
Article 48. Layoff and Recall

48.1. Procedure: Should layoffs be necessary for lack of work or lack of funds, they shall be by inverse order of seniority, conducted within classification. An employee subject to layoff based on seniority shall be able to exercise their seniority for the following options in lieu of layoff, provided that the employee is qualified for the position based on certification, job title, or previous work experience within the last five (5) years, provided they meet the current job requirements:

a. To fill any vacant bargaining unit position for which they are currently qualified; and
b. To fill any positions covered by subcontracted third-party vendors for which they are currently qualified by inverse seniority order within classification; and

b. To displace a bargaining unit member with less seniority in a different job title for which they are qualified within the school.

Floaters will be considered their own “classification” per Article 2.13.2 and described in the “Floater Teacher and Substitute Teaching” Article, Article 37.

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

48.2. Classification Defined: “Classification” shall be defined as the job title and/or area of certification or qualification for a bargaining unit position within a job category. A member who worked in a job classification within the last five (5) years and has the current qualifications for the job classification will be considered qualified for that position when exercising their rights under this Article.

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

48.4. Recall: Bargaining unit members shall retain recall right for two (2) years following layoff for any positions at the school that become vacant for which they are qualified. Laid off bargaining unit members shall be recalled in accordance with the reverse application of the procedure for layoff.
48.4.1. Laid off bargaining unit members eligible for recall shall be allowed seventy-two (72) hours to respond to a job offer. The Employer shall inform laid off employees of such vacancies, copying the Union.

48.5. **Recall List:** The Employer shall maintain a recall list that lists the job classification(s) that each member is eligible to fill based on their certification and/or qualification and the date of layoff. A copy of the list will be sent to the Union any time there is a change.

48.6. **Notice:** To the extent feasible, the Employer will notify the Union prior to a bargaining unit member’s notice of layoff.

48.7. **Redefinition of Positions:** If the Employer changes the license, endorsement, or qualification requirements for any bargaining unit position, the incumbent bargaining unit member in any such position shall be afforded the time not to exceed one (1) year to attain any newly required credential(s). The Employer may consider providing the affected member additional resources to attain newly required credentials. Any changes in job qualifications shall be discussed with the Union.

48.8. **12-Month Payroll Calendar:** Bargaining unit members subject to layoff before May 1st shall be given thirty (30) calendar days’ notice or thirty (30) calendar days’ pay, benefits, and insurance in lieu of notice by the Employer prior to the effective date of the layoff. Bargaining unit members laid off after May 1st shall be notified no later than one (1) calendar week prior to the last day of student instruction and shall receive pay and benefits until July 31.

48.9. **Possible Vacancies at Christopher House:** Bargaining unit employees subject to layoff under this Article who are not placed in another position at CHES will be offered the opportunity to apply for any vacant position at Christopher House for which they are qualified.

48.10. **Time to Retrieve Materials, In Person and Electronically:** Bargaining unit members shall be provided an additional two (2) weeks after their layoff to retrieve physical and electronic materials from the Employer’s location and devices.
Article 49. Filling of Vacancies

49.1. **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, resignations, transfers, promotions, demotions, and related transactions. The vacancy exists starting on the day after the position becomes vacant or as soon as management knows, or reasonably should know, that a new position is needed or that an existing position needs to be filled.

   a. If the Employer decides to create a new bargaining unit position the job description for that position will be shared with the Union within ten (10) calendar days.

49.1.2. **Notice of Vacancies:** Whenever the Employer intends to fill a job vacancy for a bargaining unit position as defined below, vacancies will be posted consistent with Christopher House practice.

   a. The job posting shall set forth the require knowledge, skills, ability, rate of pay or pay grade, work location, job responsibilities, and any other requirements for the job. The notice will also state whether the position is a bargaining unit position or not.

   b. If bargaining unit members apply for the job vacancy and meets the job requirements, the Employer will interview the bargaining unit member.

   c. The Employer shall not post the vacancy externally until after it has been posted internally for three (3) days.
Article 50. Preservation of Agreement

50.1. **Successor Clause:** The Employer will not sell, transfer, assign or otherwise divert the assets, ownership or operation of the school, or portion thereof, to any person or entity that does not agree to honor the terms and conditions of this Agreement during the term of this Agreement. This Agreement shall be further be binding upon any entity that acquires the assets or operations of the Employer through purchase, merger, or other action. The Employer shall give written notice to the Union no less than twenty (20) days prior to any action described in this paragraph.

50.2. **Savings Clause:** All terms of this Agreement shall be interpreted to give lawful effect to the intention of the Parties as evidenced by this Agreement. Any provision in this Agreement that is contrary to or held to be in violation of any applicable law or regulation by a final, non-appealable ruling of the NLRB or court shall be void and of no force or effect, through the other provisions of this Agreement shall not be affected thereby. If any provision is ruled void or without effect, the provision will no longer be enforceable.
Article 51. Teacher Evaluation

51.1. **Purpose:** CTU and Christopher House agree with the following goals and purposes for teacher evaluation:

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

51.2. **Teacher Evaluations:** Formal Evaluations for teachers will be implemented using both the Danielson Framework and CHES Performance Rubric (Appendix B) for the purpose of coaching and support.

51.3. **Evaluators:** The Principal and Assistant Principals of Elementary shall serve as the evaluators of all teachers and are responsible for reviewing summative evaluation ratings. The Case Manager shall serve as the evaluator of paraprofessionals. These evaluators will participate in one (1) yearly evaluation training session as directed by Christopher House. Additionally, any management employee evaluating teachers must have successfully completed evaluation training and pre-qualification through ISBE under Section 24A-3 of the School Code. Bargaining unit members shall not perform for-stakes observations of one another.

51.4. **Orientation:** The employer shall provide an orientation that explains the use of the Christopher House Performance Rubric (Appendix B) for providing instructional support and professional growth. The evaluation process will be explained in the orientation. This orientation shall take place during paid professional development time at the beginning of the school year, or within two (2) weeks of being hired for mid-year hires.

51.5. **Evaluative Events:** No bargaining unit employee shall be observed until the employer has completed the orientation for them.

51.5.1. **For Provisional Teachers:** There shall be at most, three (3) yearly informal observations, the first of which shall take place between October and December. There shall be one (1) yearly formal observation conducted between January and May.
51.5.2. For Non-Provisional Teachers: There shall be no more than two (2) yearly informal observations. There shall be at least one (1) formal observation every other year, and no later than April 21. Non-provisional teachers may request an additional evaluation in a single year.

51.5.3. Observations (both formal and informal) shall not occur during the week of or preceding winter or spring break. Further observations shall not occur during testing, during the first week of the semester, or during the last fifteen (15) school days of the school year.

51.5.4. Observations (both formal and informal) shall not occur during advisory classes, morning meetings, or other non-instructional time.

51.5.5. Drop-ins to classroom and classroom visits should not be evaluative or contribute to the evaluation process.

51.6. Informal Observations: The primary purpose of informal observations is to provide teachers with feedback for the purposes of coaching and support. Feedback may be provided for Danielson Domains 2 and 3 or any subdomain within such Domains. Such measures must be based only on observable evidence, and a summary of any evidence obtained must be included in writing on the Instructional Staff Coaching Feedback.

51.6.1. Feedback: Written feedback for any informal observation must be shared with a bargaining unit member on a standardized form within a timely manner, but within no more than ten (10) days of the observation. Upon request, the Employer shall dedicate time to the bargaining unit member within two (2) weeks to discuss the assessment scores. No observations can take place if the scores from the most recent informal observations have not yet been shared with the bargaining unit member or the bargaining unit member has not yet had an opportunity to discuss the assessment scores with the Employer if requested to do so. Employees that disagree with their informal observation scores may request an additional informal observation. Such requests will be granted depending on the Evaluators’ availability, but reasonable efforts will be made to accommodate such requests.

51.7. Formal Observation: Each formal observation shall include a score for each domain and subdomain in the summative rating of a bargaining unit member. Any bargaining unit member assigned to a classification within Instructional Staff may request that the Employer conduct a second formal observation. If such a request is made within three weeks of the post observation conference, the Employer shall conduct a second formal observation. Formal observations must last at least forty-five (45) minutes or the entire length of a class period, whichever is shorter, and may not extend from one (1) class period
to another. A formal observation must begin with the start of the class period or as agreed upon in the Pre-Observation Conference.

51.7.1. **Pre-Observation Conferences:** The Employer shall meet with the Instructional Staff member for a pre-observation conference within 1-5 days prior to the formal observation and provide forty-eight (48) hours’ notice of such pre-observation conference. For the formal observation, the bargaining unit member shall give the employer three (3) options to choose from one (1) of these options. The Teacher shall provide the Employer the three (3) options at least twenty-four (24) hours in advance of the pre-observation conference. The Employer will notify the Teacher promptly of their selection from the three (3) choices. Bargaining unit members will prepare materials for the pre-observation conference based on that subject and/or grade level selected for formal observation. The Employer and bargaining unit member shall discuss the goals and planning strategies for the instructional unit during the pre-observation conference, and the instructional unit discussed during the pre-observation conference shall be the unit formally observed.

51.7.2. **Post-Observation Conferences:** During post-observation conference, which shall be between thirty (30) and sixty (60) minutes, the Employer shall discuss with the bargaining unit member those aspects of the bargaining unit member’s strengths of their performance and the areas most in need of improvement, discuss with the bargaining unit member any demonstrable evidence that their performance exceeded the evaluation rating that resulted from the formal observation, and consider any evidence presented by the bargaining unit member in relation to their performance.

Each post-observation conference shall take place within 3-5 days of the formal observation. The Employer shall provide preliminary scores and the correspondence evidence considered in evaluating a bargaining unit member, regardless of Domain, at least twelve (12) hours prior to the post-observation conference. Scores will be based on what is shared in the pre-conference meeting and what was observed in the observation with the exception of Danielson 4-A and 4-D of the rubric which will be reviewed in the post-conference.

Any score shall be determined based on the preponderance of evidence within any Domain, and any score shall be based upon demonstrative evidence of which the bargaining unit member has been made aware. Bargaining unit members may provide evidence. The final formal observation score will be determined after the completion of the post-observation conference.

No score may be factored into a bargaining unit member’s evaluation with respect to any Domain absent evidence of the bargaining unit member’s performance relating to
that Domain; except that in the event something is not observed for a Domain(s) and the evaluator’s written request for evidence that the teacher fails to provide, that failure may be taken into consideration when calculating the score for the Domain(s). Teacher must be given at least seven (7) days to comply with the evaluator’s request.

51.8. **Inability to Rate:** If the school fails to evaluate a bargaining unit member in accordance with this Article including during remediation, or has previously failed to evaluate the bargaining unit member his/her rating will default to his/her most recent summative rating of meets expectations whichever is higher for the Danielson domains.

Evaluators will take into consideration the effects of a teacher’s instruction and classroom environment. This includes but is not limited to student attendance, excessive substitutions, classroom environment, and family engagement.

51.9. **Remediation Plans for Unsatisfactory Performances:** The evaluator and any non-provisional teacher who is issued an “unsatisfactory” rating (an average summative score of 1.0 – 2.0) to develop a remediation plan aimed at assisting the teacher to improve his/her performance.

51.9.1. The remediation period shall consist of two (2) steps, with each lasting no fewer than thirty (30) calendar days:

a. Performance Improvement plan (30 days)

b. Second step remediation plan if not remediated, based on a subsequent formal observation per section 51.7. (30 days)

51.9.2. Any teacher under remediation be assigned a mentor for the remediation period. The mentor may be a member of administration or a bargaining unit member. If the mentor is a bargaining unit member, they must meet the qualifications and shall be compensated as outlined in Article 17 - Stipends and Article 24 - Teacher Working Conditions.

51.9.3. A teacher under remediation shall receive no less than two (2) formal observations during the remediation period.

51.9.4. The Employer may only terminate a non-provisional teacher for alleged poor performance after provision of a remediation period and alleged failure to remediate.
51.9.5. Failure to meet the terms of this section will result in the teachers on a remediation plan receiving an extended remediation period, including into the following school year if necessary.

51.10. All teachers will be evaluated on Christopher House Performance Rubric (Appendix B).
Article 52.  Non-Teaching Staff Evaluation

52.1. The parties agree that the expectation of all professionals should receive feedback regularly. Non-teaching staff evaluation is the avenue to promote self-reflection, goal setting, and performance improvement for Non-Teaching Bargaining Unit Members in a structured and formulated manner. Non-teaching Bargaining Unit Members shall be evaluated annually for this purpose.

52.2. Non-teaching staff includes: Social Workers, Counselors, Paraprofessionals, and Secretaries and Floater Teachers.
The Employer:
SIGNED: _________________________________ BY: Libby Shortenhaus

The Union:
CTU President
SIGNED: _________________________________ BY: Stacy Davis Gates
CTU Charter Division Chair
SIGNED: _________________________________ BY: Jennifer Conant

CTU@CHES Bargaining Team:
Jordan Reece
Endora Turner
Veronica Johnson
Kenneth Fitzner
Jackson Potter
## Appendix A – Healthcare Percentages

### Employer Contributions - WELLNESS Program

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## Appendix B – Christopher House Performance Rubric for Teachers

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<td>Average components within domain 3.8-4.0</td>
<td>Average components within domain 3.3-3.79</td>
<td>Average components within domain 3.0-3.29</td>
<td>Average components within domain 2.0-2.99</td>
<td>Average Danielson 2 or below</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Domain 4 Professional Responsibilities</th>
<th>5 – Far Exceeds</th>
<th>4 – Exceeds</th>
<th>3 – Meets</th>
<th>2 – Partially Meets</th>
<th>1 – Does No Meet</th>
</tr>
</thead>
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<tr>
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<td>Average components within domain 3.8-4.0</td>
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<td>Average components within domain 2.0-2.99</td>
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<tr>
<th>Attendance</th>
<th>5 – Far Exceeds</th>
<th>4 – Exceeds</th>
<th>3 – Meets</th>
<th>2 – Partially Meets</th>
<th>1 – Does No Meet</th>
</tr>
</thead>
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<tr>
<td>Teacher gets advanced approval of absence whenever possible and always leaves detailed lesson plans and printed resources for the substitute for planned absences. Teacher follows substitute teacher protocol and works to ensure a smooth experience for</td>
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<td>Teacher gets advanced approval of absence whenever possible and always leaves lesson plans. Teacher follows substitute teacher protocol and works to ensure a smooth experience for students and the substitute in their absence.</td>
<td>Teacher gets advanced approval of absence whenever possible. Teacher provides plans on the google drive that substitute needs to seek out, along with materials.</td>
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<td></td>
</tr>
<tr>
<td>MTSS Program</td>
<td>Teacher engages in all Tier 1 MTSS instruction and documents in the gradebook. Gradebook is updated bi-weekly, in addition to progress reports and report cards. Teacher proactively communicates with Student Support Specialists for Tier 2 and Tier 3 MTSS when appropriate.</td>
<td>Teacher engages in all Tier 1 MTSS instruction and documents in the gradebook. Gradebook is updated monthly, in addition to progress reports and report cards. Teacher proactively communicates with Student Support Specialists for Tier 2 and Tier 3 MTSS when appropriate.</td>
<td>Teacher enters students into MTSS when reminded to do so by the Student Support Specialist. Teacher engages in some Tier 1 MTSS instruction.</td>
<td>Teacher enters students into MTSS only when reminded to do so by the Student Support Specialist. Teacher engages in minimal Tier 1 MTSS instruction.</td>
<td></td>
</tr>
</tbody>
</table>

Table of Contents
| Collaboration | In addition to a 4, teacher creates new processes, systems or protocols for collaboration and works with administration on implementation. | Proactively collaborates across departments. Responds to colleagues in a timely manner and proactively seeks their feedback. Responds to colleagues in a respectful manner. Follows all Christopher House protocol for communication with colleagues, superiors, and direct reports. Collaborates with other departments within CHES on a weekly basis (DL, ELL, MTSS) | Collaborates across departments when appropriate; Responds to colleagues in a timely manner; Responds to colleagues in a respectful manner; Follows all Christopher House protocol for communication with colleagues, superiors, and direct reports; Collaborates with other departments within CHES on a weekly basis (DL, ELL, MTSS) | Collaborates some of the time across departments; sometimes responds to colleagues in a timely manner; follows most CH protocol for communication with colleagues, superiors, and direct reports; Collaborates with other departments within CHES on a monthly basis. | Sometimes responds to colleagues in a timely manner; Follows some CH protocol for communication with colleagues, superiors, and direct reports; Collaborates with other departments within CHES on a quarterly basis or less. |