

**COLLECTIVE BARGAINING AGREEMENT BETWEEN
UNO CHARTER SCHOOL NETWORK, INC.
CHICAGO ACTS, LOCAL 4343, IFT-AFT, AFL-CIO**

2016-2018

ARTICLE 1

PARTIES

This Agreement (“the Agreement”) is made and entered into this 17th day of November, 2016, by and between the Employer and Union. The “Employer” shall be understood to be UNO Charter School Network, Inc., which together with its members, managers, and administrative staff shall be referred to in this Agreement as “the Employer.” The Union shall be understood to be Chicago ACTS, Local 4343, IFT-AFT, AFL-CIO, the exclusive representative which together with its officers and representatives shall be referred to in this Agreement as “the Union,” for the purpose of setting wages and rules and regulations covering working conditions of the professional bargaining unit defined herein.

ARTICLE 2

RECOGNITION

The Employer hereby recognizes the Union as the exclusive representative of the following bargaining unit employees for purposes of collective bargaining: All instructional staff and non-instructional staff as denoted in Article 4, but excluding all confidential, supervisory and managerial employees, security guards and any third party as denoted in Article 6.

For purposes of this Agreement, the “Employer” shall be deemed to include any person, firm, partnership, corporation or other legal entity which provides education services and which is under the control of the Employer. In the event that the Employer contracts with an entity that employs instructional personnel on any campus operated by the Employer, the Employer shall ensure through any contractual relationship with such entity that the terms and conditions of this Agreement shall be binding upon such entity, except that, the provisions of this ARTICLE 2 shall not apply to certain supplemental services contracts as set forth under Management Rights, ARTICLE 6.

Notwithstanding the foregoing, related service providers shall not be considered bargaining unit employees, including any employees of third-party contractors, as agreed upon in ARTICLE 6, or independent contractors working as psychologists, occupational therapists, social workers, speech pathologists, physical therapists and nurses at any campus operated by the Employer as of the date of this Agreement or thereafter.

ARTICLE 3

NON-DISCRIMINATION

In the application of provisions of this Agreement or Employer regulations and policies affecting terms and conditions of employment, there shall be no discrimination by the Employer in its recruitment programs, hiring practices, dismissal procedures, or in any other relationship, nor shall the Employer discriminate against any person 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, genetic information, refusal to submit to a genetic test or make available the results of a genetic test, the utilization of benefits authorized by this Agreement or Employer policy; membership or participation in, or association with the activities of any employee organization.

The Employer will comply with all the applicable City, State and Federal law regarding discrimination and will maintain a comprehensive process to ensure any employee with a complaint or concern may bring such matters to the Employer's attention for resolution. However, nothing in this Article shall constitute a waiver of a bargaining unit employee's rights to bring a discrimination claim to an appropriate government agency, or in a court of competent jurisdiction.

ARTICLE 4

EMPLOYEE CATEGORIES

A. "Instructional Staff" are comprised of two categories of bargaining unit employees: "Teachers" and "Non-Teacher Instructional Staff."

1. "Teachers" include any full or part time teacher, academic interventionist, or long term substitute.
2. "Non-Teacher Instructional Staff" include teacher apprentices and counselors and full-time special education case managers.

B. "Non-Instructional Staff" includes all other bargaining unit employees (i.e. who are not Teachers or Non-Teacher Instructional Staff), as follows:

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

2. “Graduate Support Advisors” includes all graduate support advisors or those sharing similar nonsupervisory job responsibilities.
3. “Information Technology Staff” includes all IT Tier I technicians or those sharing similar nonsupervisory job responsibilities.

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

ARTICLE 5

NETWORK-WIDE LABOR/MANAGEMENT MEETINGS

In the interest of maintaining and improving communications between the parties and in order to share information and ideas for the purpose of mutual problem solving, the parties agree to the establishment of a joint labor/management committee.

The committee shall meet once a quarter during each school year during only non-instructional times unless mutually agreed otherwise. The parties should submit agenda items to the other side a week in advance.

The respective parties shall each designate their own representatives that shall be named in advance. The number of members from each side will not exceed the number of schools in the network; however, from time to time should it become helpful to bring additional persons due to matters of specialized concern or expertise, the party bringing additional persons shall notify the other reasonably in advance of the meeting.

ARTICLE 6

MANAGEMENT RIGHTS

The Employer retains all powers and authority to direct, manage and control its campuses, except to the extent that any such power or authority is expressly contrary to any provision of this Agreement or applicable law. The Employer, in exercising its powers and authority, will consider input from bargaining unit members, and any committees created by this Agreement,

but all final decisions will rest with the Employer except as explicitly otherwise set forth in this Agreement. For example, and without limitation, the Employer expressly reserves the following rights and authority:

- To determine the qualifications for employment with the Employer;
- To hire bargaining unit employees, assign and direct their work, discharge or otherwise discipline employees for cause (except that Provisional Employees as defined in ARTICLE 7 may be discharged without cause), promote, demote, transfer, layoff and recall bargaining employees, except as explicitly agreed to in writing by the parties;
- To promulgate or modify reasonable work rules, policies, procedures, standards and regulations related to safety and discipline, except as explicitly agreed to in writing by the parties;
- To determine the Employer's and each campus' mission, goals, program and curriculum design and methodologies of teaching and assessment for fulfilling them subject to input from employees, with all final decisions resting with the Employer;
- To take such steps as are necessary or appropriate to fulfill the Employer's contractual obligations and performance to its authorizer, founder, and applicable law;
- To establish educational policies and academic programs with respect to the admission and education of students and student academic progress and promotion, including, without limitation, methods for ensuring the rights and educational opportunities of all students;
- To promulgate and modify Instructional Staff and Non-Instructional Staff Evaluation processes and systems, including but not limited to Strive, subject to the requirements of ARTICLE 10.
- To determine staffing patterns and design, including, as necessary, any decision to lay off or reduce its workforce, except that the Employer agrees to take into account performance evaluations in making any such layoff decisions, except as explicitly agreed to in writing by the parties;
- To determine the number and types of bargaining unit employees and other personnel required;
- To operate campuses, including moving or modifying facilities;
- To determine methods of raising revenue, budget procedures and budget allocations;
- To contract with any third party for the following services: short-term substitute teachers, teachers for credit recovery courses, teachers for remediation and enrichment courses, special education clinicians, athletic coaches, and comparable supplemental

services. (Bargaining unit employees will be given first opportunity to fill such positions if qualified, but the economic terms of this Agreement will not be binding on such contracted employees);

- To determine class size, class staffing and assignment, class schedules, academic calendar year, hours and places of instruction, student assessment policies and parent engagement policies, except as explicitly agreed to in writing by the parties;
- To make and implement decisions concerning use and staffing of experimental or pilot programs and decisions concerning use of technology to deliver educational programs and services and staffing to provide the technology; and
- To take action relative to immediate safety issues on any matter in the event of an emergency (as such is deemed an emergency by the Employer in its reasonable exercise of judgment).

ARTICLE 7

PROVISIONAL PERIOD

A. Instructional Staff

The employment of Instructional Staff in their first 365 days of employment with the Employer shall be provisional, which means that, during this period, they may be released from employment without cause and in the sole discretion of the Employer, and they may not contest their discharge through the grievance and arbitration procedure.

B. Non-Instructional Staff

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

Provisional Bargaining Unit Members shall enjoy the rights and benefits of all the other provisions of this agreement during their provisional period, and shall not be released from employment for availing themselves of said rights and benefits or for engaging in union activity.

ARTICLE 8

UNION RIGHTS

A. Professionalism

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

B. Information

1. The Employer shall make available for inspection to the Union any information that is available, relevant, and necessary for the administration of this Agreement, within five (5) working days from a request, absent a good faith reason for an extension of said time period. Similarly, the Union will make any information that is available, relevant, and necessary for the administration of this Agreement available to the Employer in an expeditious fashion.
2. Prior to each regular or special meeting of UCSN's Board of Directors, such Board shall post online the public agenda for the meeting and to the extent they are available, copies of the proposed Board reports listed on the public agenda and send the same to all employees. After each meeting, the Board shall post online minutes of that meeting. If the Board meeting occurs during work hours, one representative from the Union shall be granted release time for travel and attendance at the meeting, but said release time must be reasonable and appropriate.
3. On the first of each month, the Employer will provide to the Union lists of all employees of the Employer, indicating employees eligible for representation and those excluded due to their status as managerial, supervisory, or confidential personnel. The lists shall contain the following information: the employee's name, job title, work location, home address, telephone number, and salary.

C. Access

1. The Employer recognizes that authorized agents of the Union may need access to bargaining unit employees during non-instructional time within the instructional

day. The Union recognizes the need for the Employer to ensure that its Campuses operate efficiently and that leadership/administrative team members are not unduly burdened by frequent, prolonged or unannounced visits from any external organization. Consistent with these principles, the Employer agrees to grant Union representatives reasonable access to its workplaces and facilities during normal business hours and, in so doing, the Union agrees to follow the Employer's visitor policies and procedures. Discussion of union-related topics is permitted at work during non-classroom time so long as it does not interfere with or disrupt normal school activities and student instruction.

2. The Union shall be allowed to post notices on designated posting area including, but not limited to, existing bulletin boards provided that the materials posted shall be subject to the Employer's policies regarding non-discrimination, non-harassment, professionalism, etc. The Union and bargaining unit employees may use the School's e-mail system for union communications, subject to the following agreements and understandings:
 - a. The Employer has a right to monitor all communications on its systems at any time; neither the bargaining unit employees nor the Union has any legitimate expectation of privacy in any communication on or over any Employer system.
 - b. The Employer reserves the right to disable or suspend the Unions' or Bargaining Unit Members' use of its email system during any strike or work stoppage.
 - c. Use of the e-mail system under this section remains subject to all restrictions set forth in the Employer's policies, including its policies regarding unlawful harassment, acceptable use of technology, and the professional code of conduct.
3. Union representatives shall not be denied access to campus cafeterias, teacher lounges, break rooms, or similar spaces when students are not generally present. The Employer shall not conduct surveillance of Union representatives.
4. Union representatives shall not be denied access to exterior areas such as parking lots and areas near entrances to the Employer's buildings.

D. New Employee Orientation

The Employer shall provide the Union with a thirty minute opportunity to address new employees at a mutually agreeable time during the annual new hire orientation period.

E. Dues

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.
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 equal to the amount of monthly dues and fees, not later than the thirtieth calendar day following his/her date of employment or the date of execution of this Agreement, whichever is later.
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 sum specified in the authorization and remit to the Chicago ACTS Committee on Political Education (COPE) Fund as the bargaining unit employee's voluntary contribution to said Fund.
4. No deductions shall be made which are prohibited by applicable law. The Union agrees to indemnify and hold the Employer harmless from any claim, suit, cause of action, or other action with respect to the Employer's deduction of union dues or any other deductions required under this Article, including, without limitation, the administration of the dues check off provisions, and any act or action in connection therewith, and such indemnity and agreement to hold the Employer harmless shall include timely payment of any of its costs and attorneys' fees.

The aggregate deduction of all employees and a list of the names, addresses, and UIN numbers of all employees in the bargaining unit and their individual deductions shall be remitted monthly to the Union at the address designated in writing by the Union. The information shall be provided in electronic form. 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.

F. Reserved Meeting Times

The Employer agrees to allot fifty (50) minutes in the aggregate per quarter for one or two union meetings at a time to be determined by a majority vote of unit members at the site. This time shall be reserved for the conduct of Union business except when waived by express written mutual agreement of the parties. Unused minutes may be carried over into subsequent quarters but may not be carried over into a new school year.

ARTICLE 9

JUST CAUSE AND PROGRESSIVE DISCIPLINE

A. General Principles (Discipline and Discharge for Misconduct)

1. No bargaining unit employee shall be disciplined without just cause. Generally, discipline shall be progressive in nature, shall ordinarily apply to similar (as reasonably determined by the Employer) acts of misconduct, and shall follow these progressive steps:
 - Step one: Verbal warning (with written summary)
 - Step two: Written warning
 - Step three: Final written warning
 - Step four: Dismissal
2. Any of these steps may be skipped based upon the severity of the alleged action at the determination of the Employer's Highest Level of Authority at the campus in question. All discipline beyond step two shall occur only with approval the Employer's Highest Level of Authority at the campus in question.
3. Where necessary for the safety of students and/or staff, staff accused of serious offenses may be suspended with pay or reassigned pending investigation. No investigation can be considered complete until the member in question is interviewed by a representative of UCSN, unless the bargaining unit employee is unavailable or refuses to cooperate, and investigations should ordinarily be completed within two weeks. The employee will have the right to Union representation during this interview if the employee requests such representation. In the event that the employee is unavailable or refuses to cooperate with the investigation, or for any just cause established during the investigation, the Employer shall have the right to place the employee on unpaid suspension until such time as the investigation is complete.
4. Any discipline imposed shall be in accordance with the procedures for progressive discipline contained herein. The use of progressive discipline is intended to correct employee misconduct. Thus, a bargaining unit employee will ordinarily receive verbal counseling before a written reprimand, and a written reprimand before final written warning and/or dismissal. However, in cases where a bargaining unit employee engages in serious misconduct, the Employer may skip some steps or even dismiss the employee, provided that just cause for the discipline imposed is established. Bargaining unit employees have the right to

union representation when they reasonably believe they may be subject to discipline.

5. Notwithstanding the above, Provisional Employees, as defined in said ARTICLE 7 of the Agreement, may be discharged without cause.
6. In all cases of progressive discipline for misconduct the Employer shall conduct a reasonable investigation into the matter, which shall include an opportunity for the bargaining unit employee to discuss with the Employer, or its designee, any allegations that could potentially lead to discipline.
7. The Employer will provide written notice of any investigatory interview to the bargaining unit employee. Such notice shall meet the following requirements:
 - a. The notice will be issued, to the employee and the Union field staff person, at least 24 hours prior to the meeting. The meeting can be postponed an additional 24 hours, at the request of either party.
 - b. The notice will generally describe the nature of the allegation.
 - c. Any documentation that will be considered for the basis of possible discipline will be shared with the employee and the Union at the same time as the meeting notice. Employer will make a good faith attempt to provide documentation prior to the meeting. The failure to provide documentation before or at the investigatory interview shall not prevent the Employer from timely using any documentation pertaining to the bargaining unit member's misconduct as the basis for discipline; provided, the Employer may rely upon after-acquired evidence confirming, arising from or directly related to the misconduct for which the employee was disciplined.
8. Any written notice of discipline shall include the following:
 - a. A section labeled "employee comments."
 - b. A section labeled "next steps," intended to contain remedial actions to improve the bargaining unit member's conduct. The Employer has the final decision on the contents and implementation of the remedial actions. The Employer shall make a good faith effort to implement such remedial actions.
9. If the improvement in conduct is sustained for more than fifteen (15) months, any disciplinary action will not be used as the basis for any future actions, except in cases of serious misconduct.

B. Discipline and Discharge for Unsatisfactory Performance

The Union and the Employer acknowledge the following with regard to discipline and discharge of bargaining unit employees for poor performance.

1. Any requirements governing notice to the bargaining unit member by the Employer in cases of misconduct in Section A hereof shall apply to progressive discipline for unsatisfactory performance, as set forth below.
 - a. The Employer will have the option, in cases of discipline/discharge for poor performance, to put the bargaining unit employee on a Performance Improvement Plan (PIP); and, depending on the seriousness of the performance issues and the attitude of the employee, the said PIP can be administered at step two (2) or at step three (3) of the Progressive Discipline Procedure. A step two (2) PIP can lead to a step three (3) PIP. A step three (3) PIP will act as a final written warning.
2. The Employer may use STRIVE scores and/or other performance indicators as a basis for discipline and/or discharge for poor performance of instructional staff, provided that the Employer follows the terms of this Article.
3. Employees will be informed in writing that they have been placed on a PIP. The Union will be copied in writing of any such PIP.
4. PIPs shall be reasonable in duration and shall not extend past the timeline designated by the evaluator. If the required improvement is not made by the end of the timeline, the Employer has the option to set a new timeline in writing or discharge the bargaining unit employee.
5. If sufficient improvement has been achieved and the bargaining unit employee is removed from the PIP, that employee is expected to sustain the expected level of performance in accordance with the Performance Improvement Plan Policy in the Faculty Handbook.
6. If the improvement, in performance, is sustained for more than fifteen (15) months, the PIP and any other disciplinary action will not be used as the basis for any future actions, except in cases of serious performance concerns.

ARTICLE 10

EVALUATION

A. Instructional Staff

1. Instructional Staff (except Guidance Counselors) will be evaluated by the STRIVE evaluation system, which shall be provided at the start of every school year, or date of hire for those hired after the commencement of the school year, by the Employer. Instructional Staff present for the full school year will receive at least two (2) formative STRIVE evaluations relating to their progress against available STRIVE metrics, and one (1) summative STRIVE report per academic year. At least one (1) formative STRIVE report must occur in the first two (2) quarters but may not occur in the first five weeks of the first quarter or the last five weeks of the school year. The summative STRIVE report shall include a final report of all STRIVE measures applicable to the individual Instructional Staff member. All evaluators must complete Teachscape Evaluator Training-or a similar evaluation training before completing the qualitative portion of the summative Strive report. The Employer shall provide the Union with a list of qualified evaluators quarterly.
2. As a component of the STRIVE framework, all Instructional Staff will receive a minimum of three (3) observations and timely written feedback regarding the same. Instructional Staff members will have the opportunity to request a post observation conference to discuss the feedback, which will not be unreasonably denied.
3. Issues with the application of the STRIVE evaluation framework to individual Instructional Staff Members should be dealt with through the scheduled network-wide labor management meetings referenced in ARTICLE 5, the Professional Solutions Committee referenced in ARTICLE 14, or the Dispute Resolution Process referenced in ARTICLE 18. With regard to any larger issues that may arise regarding the STRIVE evaluation framework itself, such issues may only be resolved by mutual agreement of the parties, and are not subject to the Dispute Resolution Process.

B. Non-Instructional Staff

Non-Instructional staff shall be evaluated based on an evaluative measure agreed upon by the Employer and Union and to be provided to staff, along with orientation of said metric, within 20 working days of the start of the academic school year or, for those hired after this time, within 20 working days of start of employment.

ARTICLE 11
COMPENSATION

A. Salary Schedule: Instructional Staff (Teachers, Counselors, Full Time Case Manager and Academic Interventionists)

- i. Salary For Instructional Staff hired in School Year 2017-18

Instructional staff in School Year 2017-18 will be paid in accordance with the following salary schedule:

STEP	SALARY
1	\$50,160
2	51,104
3	53,255
4	54,524
5	58,231
6	62,449
7	66,516
8	69,808
9	72,815
10	74,815
11	77,011
12	79,627
13	81,388
14	83,149
15	84,910
16	86,779

17	87,779
18	88,779
19	89,779
20	90,779
21	91,779
22	92,779
23	93,779
24	94,779
25	95,779

ii. Salary Increases For Instructional Staff hired before SY 2017-18.

Instructional staff hired during or prior to school year 2016-17 shall remain on the appropriate step in the “2016-17 STEPS” column. Notwithstanding the provisions of Article 11.B., in school year 2017-18, these instructional staff shall be transferred to the 2017-18 step schedule in subsection A.i. above but shall be placed in the step designated below in the “2017-18 ADJUSTED STEPS” column for school year 2017-18.

2016-17 STEPS	CURRENT SALARY	2017-18 ADJUSTED STEPS	2017-18 SALARY	ANNUAL INCREASE
1	\$47,624	2	\$51,104	\$3,480
2	52,283	4	54,524	\$2,241
3	56,631	5	58,231	\$1,600
4	59,012	6	62,449	\$3,437
5	66,260	8	69,808	\$3,548
6	69,055	9	72,815	\$3,760
7	70,815	9	72,815	\$2,000
8	72,575	10	74,815	\$2,240
9	74,335	11	77,011	\$2,676
10	76,095	12	79,627	\$3,532
11	77,855	13	81,388	\$3,533
12	79,615	14	83,149	\$3,534
13	81,375	15	84,910	\$3,535
14	83,135	16	86,779	\$3,644
15	84,895	16	86,779	\$1,884
16	85,895	16	86,779	\$884
17	86,895	17	87,779	\$884
18	87,895	18	88,779	\$884
19	88,895	19	89,779	\$884
20	89,895	20	90,779	\$884
21	90,895	21	91,779	\$884
22	91,895	22	92,779	\$884
23	92,895	23	93,779	\$884
24	93,895	24	94,779	\$884

B. Advancement on the Salary Schedule

At the beginning of the 2017-18 and each following school year covered by this Agreement, returning Teaching Staff shall advance one step on the salary schedule.

C. New Teaching Staff

The employer shall have the sole discretion to place new Teachers at whatever step it deems appropriate.

D. Part-time Teaching Staff

Part-time Teachers will be initially placed at the step determined by the Employer in its sole discretion. Their salary will be prorated based on the number of hours scheduled by the Employer. Such part-time Teachers will not be entitled to the Master's degree stipend or any other compensation or benefit contemplated in this article.

E. Long-Term Substitute Teachers

A substitute teacher will be deemed "substitute-long term" as referenced in ARTICLE 2 of this Agreement, if said substitute teacher has worked eighty (80) consecutive workdays substituting for one full-time Teacher. Such long-term substitute teachers will earn an annual salary of \$40,000 pro rated based on the number of days worked out of the total number of workdays in a complete academic year.

F. Non-Teacher Instructional Staff and Non-Instructional Staff

New staff not on the salary schedules in sections A may be hired at a salary/pay amount determined at the sole discretion of the Employer.

All bargaining unit members not on the schedules in section A will receive the following salary adjustments at the beginning of the given school year:

SY 2016-17: 3.0%

SY 2017-18: 3.0%

The nine (9) senior compressed apprentices covered under this Section paid below the average salary for other incumbent employees shall receive a 3.0% increase retroactive to the beginning of school year 2016-17. Thereafter, their salaries shall be raised to \$43,000, effective January 1, 2017. They shall then receive a 3.0% increase at the beginning of school year 2017-18.

G. Master's Degree Benefit

Any bargaining unit employee who attains a master's degree relevant to the employee's assigned position, and who submits to the Human Capital Department evidence of that degree, will then receive an additional \$2,000 added to their base salary.

H. Minimum/Maximum Salary

The maximum salary for any bargaining unit member for the term of the Agreement shall be \$100,000. However, Apprentice pay shall not exceed \$50,000 per year.

Apprentice starting base salary for the term of this contract will be at a minimum of \$30,000.

I. Pension

For qualifying employees employed or hired during school year 2016-17, the employer shall contribute seven percent (7%) of any qualifying bargaining unit employee's share of his/her pension contribution to Chicago Teachers Pension Fund.

Qualifying employees hired after school year 2016-17 and thereafter shall not receive the above employer share of his/her pension contribution, but their salaries shall be increased by seven percent (7%).

J. 401K Plan

The employer shall match employee contributions of up to seven percent (7%) of pay for any bargaining unit employee who does not participate in the Chicago Teachers Pension Fund and who contributes to a qualified 401k plan.

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

K. Tuition Reimbursement

The employer shall continue its current tuition reimbursement practice.

L. Athletic Stipends

Athletic stipends for high school sports shall be offered at the current levels

M. Special Education Case Manager Stipends

The special education stipend received from Chicago Public Schools shall be distributed to all case managers in accordance with past practice.

N. Teacher Leadership Stipend

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

O. Salary Pro-Ration

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

P. New Hire and Referral Bonuses

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

Q. Compensation for Excessive Class Sizes

In the event that a class size enrollment exceeds thirty-two (32) students for a duration of 45 or more total school days per year, UCSN shall pay affected teachers and classroom apprentices the following annual stipends per student in excess of 32 (ie, 33rd, 34th, 35th student, etc.):

- a. Non-departmentalized elementary classroom instructors: \$1,000
- b. Classroom Apprentices: \$1,000
- c. Departmentalized elementary classroom instructors: \$500
- d. STAMPS: \$500
- e. High school instructors: \$500

R. Healthcare Benefits

Health benefits will continue to be provided under the newly-agreed plan design and at the current employee contribution percentages by the Employer and Employees (80%/20%) for the length of the contract. If the cost to the Employer of health benefits increases significantly from one plan year to the next, the Union agrees to discuss in good faith with the Employer a mutually acceptable resolution. Similarly, the parties further agree that future rule-making, regulations and guidance promulgated by the IRS, DOL and HHS under the Patient Protection and Affordable Care Act (“PPACA”), effective on or after January 1, 2015, or other regulations that may affect the Employer’s obligations. Accordingly, given this uncertainty, and in the event the Employer’s obligations are impacted, the parties agree to negotiate in good faith over PPACA and other regulatory compliance.

S. Standing Pay Committee

A standing pay committee shall be established by the parties to study and make recommendations with respect to career ladders, the policies with respect to lane movement, and differentiated compensation. It is the intention of the parties to seriously consider a reasonable system of merit pay, and to bargain in good faith regarding the same, during negotiations over the next collective bargaining agreement.

The standing pay committee shall also convene within ninety (90) calendar days of this agreement taking effect to recommend an approach to setting salary schedules or pay amounts for current and future non-teaching staff members who are not eligible for the salary schedule in sections A or I. The committee must make any recommendations within one hundred and eighty (180) calendar days of this agreement taking effect. The Employer may consider the recommendations of the committee in making its final determination on such issues, but such recommendations shall not be binding.

T. Joint Committee on Budget

A joint committee shall be established by the parties containing equal numbers of union and employer representatives to review economic conditions and make recommendations to the parties regarding possible labor agreement adjustments due to the economic conditions.

U. UCSN Enrollment. The parties agree to make a joint effort to increase enrollment at UCSN.

ARTICLE 12

WORK YEAR AND HOURS OF EMPLOYMENT

A. ELEMENTARY SCHOOL INSTRUCTIONAL STAFF

1. Work Year

Instructional Staff will work up to one hundred ninety-six (196) days to include up to one hundred and eighty-three (183) days of instruction, with six (6) weeks and two (2) days of summer break. The employer will create an ad hoc committee on or before January 15th of every academic year to propose the school calendar, including school breaks, for the following two (2) school years. The committee will be composed of at least one instructional staff member representing high schools and at least one instructional staff member representing elementary schools that are selected by the Union and an equal number selected by the Employer. Each new school calendar will comply with the Chicago Public Schools testing windows and other district/state calendar requirements. Notwithstanding the foregoing, the final authority to set the calendar shall reside solely with the employer. In some cases, the number of attendance and non-instructional days may vary but the work year shall never exceed one hundred ninety-six (196) days. Additional days may be added to any category by written agreement of the parties.

New Instructional Staff may be required to work three (3) additional non-instructional days.

2. Workday

The professional workday shall include instruction during the student day, supervision (before school, after school, lunch), advisory (where applicable), planning and preparation period(s), staff meetings, and time needed for preparation. 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 student dismissal time. When not assigned to supervision duty, instructional staff

will organize their own before- and after-school schedules, applying the values of professionalism and collaborating with colleagues, students, and families. The length of the current school day shall not be changed except by written agreement of the parties.

- a. Staff meetings, professional development, and other administrative directed meetings shall occur every Wednesday, for up to seventy five (75) minutes. To allow for this meeting time, students will dismiss one hour early Wednesday. Instructional staff will work on one of the following assignments (determined by the employer or the employer's designee in collaboration):
 - i. Faculty Meetings (including planning and professional development)
 - ii. Group Meetings (Grade-Level, PLC, content-area study, lesson planning projects, assessment development, etc.)
 - iii. Supervision of up to 32 students in an after-school early dismissal activity or homework club (content at the option of the supervising staff member). Depending on the number of students registered in such programs, a rotating schedule of supervision will be developed at the campus to allow Instructional Staff members assigned to this supervision to also participate in important Faculty and Group meetings.
- b. Instructional Staff on Performance Improvement Plans (PIP) may be required to attend more than ninety (90) minutes of administrative directed time per week that may be scheduled during times other than the six (6) dedicated planning periods per week or after school provided one week's notice is given, but required meetings shall not exceed a total of ninety (90) minutes outside of the instructional day per week and Instructional Staff on Performance Improvement Plans (PIPs) shall not be required to attend meetings extending 60 minutes before opening bell or ninety minutes (90) past dismissal except in extraordinary circumstances.
- c. Changes that affect the daily work schedule of Instructional Staff on Performance Improvement Plans should be minimized. In the event that a meeting is scheduled outside of normal working hours without one week's notice, and an Instructional Staff member is unable to attend due to a prior commitment or personal hardship, the Staff member will not be disciplined for not attending.
- d. Instructional Staff shall have five (5) duty free lunch periods one per day that are not less than twenty-five (25) uninterrupted minutes.
- e. Instructional Staff with a supervision duty in the morning are expected to be at their designated posts at the designated time and those staff members with a supervision duty in the afternoon are expected to be at their designated posts until the designated end time, except in case of after-school activities.

- f. All students who are participating in after-school activities or who have not been picked up after school must remain with the designated Instructional Staff member up to fifteen (15) minutes after dismissal time or the end of the after-school activity. Any student who has not been picked up fifteen (15) minutes after dismissal time either for the regular school day or for after school activities will wait in the administrative office for pickup. If the administrative staff is unavailable and the staff member has left a message for the School Director, the Instructional Staff member will be paid an appropriate stipend for the time spent supervising the student.

3. Class Size

UCSN will maintain its policy of programming 32 students for classroom teachers.

4. Preparation Time

Teachers shall receive a minimum of six (6) self-directed, continuous planning periods weekly, including at least one period daily. Existing practices shall be maintained regarding length of planning periods (number of minutes) unless changes are required to provide 6 planning periods to all teachers or if otherwise agreed to by the campus scheduling committee. The employer representatives on the committee shall not unreasonably withhold their agreement. Dedicated planning periods include non-instructional time during the workday excluding professional development and staff meeting times. Dedicated planning time shall not be used for personal business. The parties recognize that the exact length of a dedicated planning period can depend on variables within a school, including the types of preparation necessary for a particular subject, the time needed to grade student work at different age levels, the choices of the school with regard to instructional length of STAMP and other classes, and other factors.

At the beginning of each school year, each campus will form its own Scheduling Committee, including a representative chosen by each academic cluster (K-2nd, 3rd-5th, 6th-8th, STAMPS, and SPED), which will work collaboratively with the administration in creating an equitable STAMP and prep schedule for each campus. Notwithstanding the foregoing, the final authority to set the schedule shall reside solely with the employer. Instructional Staff on Performance Improvement Plans (PIP) may receive fewer dedicated planning periods as more intensive coaching is necessary for the Instructional Staff member to improve. Should an Instructional Staff member who is not on a PIP lose any significant portion of their dedicated planning periods they shall be paid twenty-five dollars (\$25) for that interrupted period.

5. Professional Growth

The parties to this agreement recognize that in order for the Employer to continue to grow, we all must be committed to ongoing professional growth and development.

To this end, a Professional Growth Plan is developed collaboratively for every Instructional Staff member. The School Director or Master Teacher at each school will meet with staff individually to collaborate on a professional growth plan that is right for the Instructional Staff member and his/her students. The Professional Solutions Committee should discuss instances where Professional Growth Plans are not being developed collaboratively, provided that the ultimate decision on such Plans lies with management. These plans, in addition to the available academic data, drive the planning and implementation of the school and network planning days.

There will be a total of nine (9) professional development days per year, including up to four (4) planning and development days directly prior to the start of the instructional school year, to include one (1) unit planning for 1st quarter, and up to two (2) planning and development days directly after the end of the instructional school year. During the instructional school year there will be up to three (3) campus-wide professional developments and three (3) instructional planning days, to be used as unit planning days near the end of the first, second, and third quarter, as part of the work year. Presentation of Learning Days shall constitute the remaining four (4) non-instructional days included in the work year. The calendar committee will develop a recommended professional development schedule.

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

Occasionally, to meet the unique needs of staff and schools, school directors and master teachers may encourage and support external development opportunities for Instructional Staff members. Instructional Staff should follow the protocol laid out in the handbook for these requests

6. Presentation of Learning Days at Schools

Instructional Staff must schedule twelve (12) hours of student-teacher-family conference time over two (2) work days at times mutually agreeable to the teacher, parent/guardian, and school director during the Presentation of Learning Days each semester. These days will be configured as two consecutive weekdays in each semester. Teaching Instructional Staff shall work sixteen (16) hours over these two days, one day which begins at 11:30 a.m. and ends at 7:30 p.m., and one day which begins at 7:30 a.m. and ends at 3:30 p.m., with up to twelve (12) hours of conference time and at least four (4) hours total (may not be continuous) of self-directed work. The calendar committee will develop recommendations for scheduling presentation of learning days in the school calendar.

Meeting times shall generally be twenty (20) minutes but may vary slightly. During the meeting, each student will deliver a prepared presentation which shares the student's learning, accomplishments, goals, and challenges with her/his family. Instructional Staff shall endeavor,

whenever possible, to have all parents/guardians and additional family and guests as the audience for these presentations present for the meeting. Instructional Staff shall endeavor, whenever possible, to meet with the parent/guardian of all students that comprise their homeroom or targeted group. STAMP, special education, academic interventionists, and bilingual teachers will choose one of the following options: attend and participate in the presentations with parents/guardians of up to 32 students of their choice, or facilitate individual or student group presentations (open to all families) that are specific to their area of content and instruction.

i. Parental Engagement Visits in the Community

All parties recognize the value of parental engagement outside of school. Teachers are encouraged, but not required, to engage parents at the parents' home or elsewhere in the parents' community away from the school building if invited to do so by the parent/family of their students. Teachers that complete home visits for all of their homeroom students by the end of winter break shall receive a Five Hundred Dollar (\$500) stipend for their dedication to parental engagement.

7. School Events

Instructional Staff shall participate in organizing and attending events such as Family Literacy Night, Graduation, Open Houses, Art/Music/Drama Presentations, Sporting events, etc. The employer may designate up to four (4) announced events during the year as required for Instructional Staff attendance, and attendance for these events may be required until up to 6:30 pm. If a member of the Leadership Team is not present for events, Instructional Staff shall, to the best of their ability and to the extent of their provided training, strive to address any safety, health concerns, or emergencies, as they arise. Notwithstanding the foregoing, all liability shall rest with the Employer.

B. HIGH SCHOOL INSTRUCTIONAL STAFF

1. Work Year

Instructional Staff will work up to one hundred and ninety-six (196) days to include up to one hundred and eighty-three (183) days of instruction, with six (6) weeks and two (2) days of summer break. New Instructional Staff may have three (3) additional non-instructional days. In some cases, the number of attendance and non-instructional days may vary but the work year shall never exceed one hundred and ninety-six (196) days. Additional days may be added to any category by written agreement of the parties.

On or before January 15 of every academic school year, the Employer will create an ad hoc committee to propose the school calendar for the following two years. The committee will be composed of at least one instructional staff - teacher from each UCSN high school, as selected

by the Union, and up to an equal number of individuals as selected by the Employer. Each new school calendar will comply with Chicago Public Schools testing windows and other district/state requirements. Notwithstanding the foregoing, the final authority to set the calendar shall reside solely with the Employer.

2. **Workday**

- a. The professional workday shall be eight (8) hours and include instruction during the student day, supervision (before school, after school, lunch), advisory (where applicable), duty-free lunch, support, planning and preparation period(s), staff meetings, professional development, and time needed for preparation. Instructional Staff will organize their own before and after school schedules, applying values of professionalism and collaboration with colleagues, students and families.

Supervision duties shall be scheduled no more than thirty (30) minutes prior to the start of the school instructional day and no more than fifteen (15) minutes after the end of the school day. Supervision duties shall not neither reduce nor impact teacher prep periods or stop the member from being able to fulfill their essential job responsibilities.

- i. Student day shall be seven and one half (7 ½) hours and be inclusive of support class and advisory.
- ii. Notwithstanding the above limitation on the professional work day, no more than two (2) days per week (exclusive of Wednesdays), instructional staff members may be assigned up to fifteen (15) additional minutes of supervision for dismissal of students after the regular school day. Due regard shall be given to instructional staff's personal preferences in selecting which dates they are assigned such supervision.
- iii. By December 1 of each academic year, the Employer will create an ad hoc committee to propose the list of courses with electives (see parameters below in section B) and a bell schedule for the following two school years. Each committee will be composed of at least four (4) instructional staff – teachers, one from each grade from each UCSN high school, as selected by the Union, and up to an equal number as selected by the Employer. The committee shall work to propose the student day, bell schedule, curriculum course offerings electives, and length of support classes in compliance with all the graduation requirements as set by the UNO Charter School Network Student Handbook. Final course offering(s) and bell schedule will be established by the Employer. Notwithstanding the foregoing, the final authority to set the curriculum, classes offered shall reside solely with the Employer.

b. Scheduling

- i. Advisory must be at least 25 minutes at the start of the school day or could be 20 minutes at the start of the school day if then also offered for 10 minutes at the end of the school day. Schools that offer the morning and afternoon advisory periods, may take 5 minutes from support class offering. Advisory may be offered on Wednesdays.
- ii. Student lunch must be at least 25 minutes in the middle of the school day.
- iii. At least 3 minute but no more than 4 minute passing periods.
- iv. Class/course sections no less than 45 consecutive minutes per day per course on any day the course is offered (other than Wednesday schedule)
- v. Advisory must be at least 25 minutes at the start of the school day or could be 20 minutes at the start of the school day if then also offered for 10 minutes at the end of the school day. Schools that offer the morning and afternoon advisory periods, may take 5 minutes from support class offering. Advisory may be offered on Wednesdays.
- vi. Student lunch must be at least 25 minutes in the middle of the school day.
- vii. At least 3 minute but no more than 4 minute passing periods.
- viii. Class/course sections no less than 45 consecutive minutes per day per course on any day the course is offered (other than Wednesday schedule)
- ix. Support class must be provided as a tier two academic intervention for all students.
- x. Teachers shall instruct no fewer than five (5) and no more than six (6) class periods daily and have no fewer than two (2) and no more than three (3) continuous preparations daily on full school days.
- xi. Instructional Staff shall have a minimum of five (5) duty free lunch periods that are not less than 25 minutes.
- xii. UCSN will maintain its policy of programming 32 students for classroom teachers.
- ix. The number of required credits for high school graduation will remain 32 for the 2017-18 school year unless a change is mutually agreed to by the parties.

C.

All students who are participating in after-school activities or who have not been picked up after school must remain with the designated Instructional Staff member up to fifteen (15) minutes after dismissal time or the end of the after-school activity. Any student who has not been picked up fifteen (15) minutes after dismissal time either for the regular school day or for after school activities will wait in the administrative office for pickup. For after-school activities, if the administrative staff is unavailable and the Instructional Staff member has left a message for the School Director, the staff member will be paid at a prorated rate of twenty-five dollars (\$25) per hour for the time spent supervising the student.

3. **Preparation Time**

Minimally, Instructional Staff – Teacher will have two (2) self-directed, continuous preparations daily. Instructional Staff -Teachers shall receive a minimum of ten (10) self-directed, continuous dedicated planning periods weekly. Dedicated planning time shall not be used for personal business. Instructional Staff – Teachers on Performance Improvement Plans (PIP) may receive fewer dedicated planning periods as more intensive coaching is necessary for the Instructional Staff member to improve. Should an Instructional Staff member who does not have a PIP lose any of their dedicated planning periods (i.e., subbing, duty, etc.) other than to meet with their Master Teacher, Assistant Director, or School Director or to collaborate with their departmental or grade-level teams they shall be paid twenty-five dollars (\$25) for that interrupted period. If there is an adjustment to the number of daily class periods (currently 8) then the parties shall meet to discuss and adjust the preparation periods accordingly.

4. **Professional Growth**

The parties to this agreement recognize that in order for the Employer to continue to grow, we all must be committed to ongoing professional growth and development. The Employer is unique in its amount of support offered to teachers through Master Teachers and School Directors in a job-embedded and need-specific fashion. The parties also agree that the Network will become more successful if effective best practices throughout the Network are shared and become ubiquitous throughout all the schools.

To this end, a Professional Growth Plan is developed collaboratively for every Instructional Staff member. The School Director or Master Teacher at each school will meet with Instructional Staff individually to collaborate on a professional growth plan that is right for the Instructional Staff member and his/her students. The professional problems committee should discuss

instances where Professional Growth Plans are not being developed collaboratively, provided that the ultimate decision on such Plans lies with management.

These plans, in addition to the available academic data, drive the planning and implementation of the school and network planning days. There will be nine (9) planning and development days each year. Of these, at least (four) 4 will be unit planning days for Instructional Staff - Teachers, to be scheduled before the beginning of each academic quarter. At least (three) 3 will be Professional Development Days, to be scheduled during the instructional school year for all Instructional Staff - Teachers.

School and Network Leadership will work to provide planning and development opportunities that align with the organizational mission and are differentiated for Instructional Staff members.

Occasionally, to meet the unique needs of Instructional Staff and schools, school directors and master teachers may encourage and support external development opportunities for Instructional Staff members. Instructional Staff members should follow the protocol laid out in the handbook for these requests

5. Staff Development

Student dismissal on Wednesdays during the school year will be one (1) hour early. On Wednesday afternoons for up to seventy-five (75) minutes, Instructional Staff will work on one of the following assignments (determined by school leadership team):

Faculty meetings (including planning and professional development)

Group meetings (grade level, subject. ILT/PLC, project planning and development, etc.)

Implementation of after school special programming depending on student need (i.e. college counseling programming). A rotating schedule of instructional staff supervision will be developed at the campus to allow Instructional Staff members assigned to this programming implementation to also participate in important faculty and group meetings.

The instructional staff work day on Wednesday afternoons shall not exceed eight (8) hours and fifteen (15) minutes, inclusive of post-dismissal activities.

6. Parent Engagement at the High School

a. Parent Strategy Meetings

Instructional staff must schedule 8 hours of parent engagement, once per quarter at the midpoint of the quarter to discuss student progress with parents for early intervention. Instructional staff

should think about which time frame would yield the highest parent turn out. Each campus, by vote of instructional staff and academic leadership team, may choose from one of the following schedules:

Thursday evening – 4 hours and Friday morning – 4 hours

Friday – all day 8 hours allowing for one hour for employee lunch

Friday – 4 hours and Saturday 4 hours.

b. Engagement Events

Throughout the year Staff Members shall participate in organizing and attending four (4) events. These include Family Literacy/Showcase Nights, Back to School Nights, Open Houses, Art/Music/Drama/Dance or other subject matter like Language or Project Lead the Way, and attendance for these events may be required until 6:30 p.m..

c. Parental Engagement Visits in the Community

All parties recognize the value of parental engagement outside of school. Teachers and Advisors are encouraged, but not required, to engage parents at the parents' home or elsewhere in the parents' community away from the school building if invited to do so by the parent/family of their students/advisees. Teachers and Advisors that complete home visits for all of their advisee students (up to 32) by the end of winter break shall receive a Five Hundred Dollar (\$500) stipend for their dedication to parental engagement.

C. NON-INSTRUCTIONAL STAFF

1. APPRENTICES (ALL)

- a. No Apprentice shall be used as a substitute for a teacher unless he or she holds the requisite certifications from Illinois State Board of Education.
- b. All apprentices may perform temporary classroom supervisory duty as needed in situations where the welfare of the student(s) is concerned, but such duty shall not typically exceed sixty minutes. If temporary supervisory duty exceeds sixty minutes, the affected Apprentice shall be compensated \$25 for each additional hour of supervision completed in addition to their current salary.
- c. Apprentices may be used as translators or interpreters so long as it does not stop them from being able to fulfill their essential job responsibilities. The Employer or its representatives shall be the ones to request that the Apprentice serves in this capacity.
- d. All Apprentices shall be provided with an electronic and/or a printed copy of any applicable IEPs for students on their caseload provided that such IEPs contain information the Employer and/or case manager determines to be necessary to perform the apprentice's role.

- e. The Employer and the UNION recognize the value of professional development. Apprentices shall be present at professional development, as directed by their supervisor and may follow the Employer's policies in requesting additional or external professional development.
- f. Except as noted in Part C, Apprentices, both elementary and high school, are understood to be Instructional Staff and shall be scheduled in accordance with Parts A and B.

2. APPRENTICES (ELEMENTARY)

- a. Elementary Apprentices are understood to be divided into two (2) categories:
 - i. Special Education Apprentices- Apprentices who work with students who have Individualized Education Programs ("IEP's") or are otherwise provided or required to have paraprofessional support.
 - ii. Classroom Apprentices- Apprentices assigned to a specific classroom or grade-level. e.g.: a Kindergarten Apprentice.
- b. All Elementary Apprentices are on duty eight hours and fifteen minutes each school day, including a twenty-five (25) minute, duty-free lunch period.
- c. Dedicated planning periods include uninterrupted blocks of non-instructional time during the workday excluding professional development and staff meeting times. Dedicated planning time shall not be used for personal business. Apprentices on Performance Improvement Plans (PIP) may receive fewer dedicated planning periods as more intensive coaching is necessary for the Apprentice to improve.
 - i. Classroom Apprentices shall typically be afforded no fewer than 160 minutes a week, to be divided into preparation periods consisting of no fewer than 30 uninterrupted minutes. The Classroom Apprentice will use this time for work that improves the classroom(s) in which they work, the effectiveness of instructional methods, achieving the academic success of their students, or any other classroom related business requested.
 - ii. Special Education Apprentices shall typically be afforded no fewer than 160 minutes a week, to be divided into preparation periods consisting of no fewer than 30 uninterrupted minutes. The Special Education Apprentice will use this time to engage new or unfamiliar techniques that improve the academic, emotional, behavioral, etc., success of the students on their caseload, identifying ways to support the teacher in IEP goal and benchmark instruction and achievement, as well as progress monitoring, or any other business related to the academic and/or behavioral success of the students on their caseload as assigned by their supervisor.
- d. All Apprentices shall attend conferences during Presentation of Learning Days with the families of students that comprise their caseload and will work the same

total hours for these days as other Instructional Staff. Any time not dedicated to conferences will be self-directed.

- i. Classroom Apprentices will be present for the meetings of the classroom rosters they support. If multiple classrooms are supported, the teachers in question should determine the schedule for the apprentice. Any cases where teachers disagree on the apprentice's schedule shall be settled by the Employer or its Designee.
 - ii. Special Education Apprentices shall be present for the meetings/presentations involving students on their caseload whenever possible.
- e. Classroom Apprentices employed throughout UCSN may be used as instructional aides, or co-teachers, if deemed appropriate by the director. The degree to which this occurs should be based on training, degree, certification, or experience. When Classroom Apprentices are utilized in this manner, it shall be consistent with the UCSN handbook section titled "What is Co-Teaching" with the end goal of creating self-sufficient, full titled teachers. Should their performance rate unsatisfactory as co-teachers, they may, at the discretion of the employer or their designee, be employed to relieve teachers of nonprofessional duties and clerical chores while any development, coaching, mentoring, or PIP's are in place.

3. APPRENTICES (HIGH SCHOOL)

- a. The professional workday shall be eight (8) hours and include instruction during the student day, supervision (before school, after school, lunch), support, planning and preparation period(s), staff meetings, and time needed for preparation. Instructional Staff will organize their own before and after school schedules, applying values of professionalism and collaboration with colleagues, students, and families.
- b. Apprentices will instruct up to seven (7) periods per day and have a minimum of one preparation daily. Further, Apprentices shall have a minimum of five (5) dedicated planning periods per week. Dedicated planning time shall not be used for personal business. Apprentices on Performance Improvement Plans (PIP) may receive fewer dedicated planning periods as more intensive coaching is necessary for the Apprentice to improve.
 - c. All Apprentices shall attend conferences during Parent Strategy Meetings and Engagement Events and will work ~~up to~~ the same required number of hours during these days/events as other Instructional Staff. Any time for Parent Strategy Meetings not dedicated to the conferences of Apprentice's caseload shall be self-directed.

4. GUIDANCE COUNSELORS

- a. Guidance counselors shall follow the same school calendar and the same work day as High School Instructional Staff - Teachers and shall organize their own before and/or after school activities.
- b. Guidance Counselors shall be provided use, as needed, of a workspace at each campus where appropriate confidentiality can be maintained.
- c. Guidance counselors shall have a minimum of five (5) dedicated planning periods per week. Dedicated planning time shall not be used for personal business. Guidance counselors on Performance Improvement Plans (PIP) may receive fewer dedicated planning periods as more intensive coaching is necessary for the guidance counselor to improve.
- d. Guidance counselors shall attend Parent Strategy Meetings and Engagement Events and will work the same hours during these days/events as other Instructional Staff.

5. OSFA COUNSELORS

Currently, the classification of OSFA Counselor is unoccupied. However, in the event that the position of OSFA Counselor becomes staffed in the future, the following terms shall apply:

- a. OSFA Counselor(s) will work the same work days as Instructional Staff at their campus and have the same breaks and holidays as Instructional Staff at their campus. New OSFA Counselor(s) may have up to three (3) additional non-instructional days.
- b. OSFA Counselor(s) will organize their own before and after school schedules, applying the values of professionalism and collaboration with colleagues, students and families.
- c. OSFA Counselor(s) will offer support in support periods to students as necessary to their caseload of students and counseling program.
- d. OSFA Counselor(s) shall have a minimum of five (5) dedicated lunch periods no less than 25 minutes each.
- e. OSFA Counselor(s) shall stay up to fifteen (15) minutes after dismissal time or the end of the after-school activity. Any student who has not been picked up fifteen (15) minutes after dismissal time either for the regular school day or for after school activities will wait in the administrative office for pickup. For after-school activities, if the administrative staff is unavailable and the OSFA Counselor(s) has left a message for the School Director, OSFA Counselor(s) will be compensated twenty-five dollars (\$25) for each additional hour.
- f. OSFA shall have one self-directed dedicated planning period per day. Dedicated planning periods include non-instructional time during the workday excluding professional development and staff meeting times. Dedicated planning time shall not be

used for personal business. OSFA Counselor(s) on Performance Improvement Plans (PIP) may receive fewer dedicated planning periods as more intensive coaching is necessary for the Instructional Staff member to improve.

- g. A Professional Growth Plan will be developed collaboratively for OSFA Counselor(s). The School Director or Master Teacher at each school will meet with each OSFA Counselor(s) individually to collaborate on a professional growth plan.
- h. OSFA Counselor(s) will use time during planning days to plan programs, caseload work, reports, etc., and participate as directed by the School Director in professional development days. OSFA Counselor(s) may request from their School Directors, Chief of High Schools, and Director of Curriculum as well as OSFA Coordinator the opportunity to convene a combined professional development session where all the OSFA Counselor(s) from all high school campuses may come together for professional development. The Employer shall not unreasonably deny.
- i. Occasionally, School Directors and Master Teachers may encourage and support external development opportunities. OSFA Counselor(s) members should follow the protocol laid out in the handbook for these requests.
- j. OSFA Counselor(s) will be assigned similar responsibilities during professional development Wednesdays, as determined by employer or the employer's designee.
- k. OSFA Counselor(s) should plan to meet their student's parents during parent engagement meetings.
- l. OSFA Counselor(s) shall participate in the same number, four (4), of School Events required of Instructional Staff. These could include Family Literacy/Showcase Nights, Welcome Back to School Night, Open Houses, Art/Music/Drama/Dance/or other subject matter like Language or Project Lead the Way events, sporting events, and Advisor Family Potluck. OSFA Counselor(s) also participate in "Escuela Para Padres" and Parent University.
- m. OSFA Counselor(s) may perform temporary classroom supervisory duty as needed in situations where the welfare of the student(s) is concerned, but such duty shall not typically exceed sixty (60) minutes. If temporary supervisory duty exceeds sixty (60) minutes, the affected OSFA coordinator shall be compensated twenty-five dollars (\$25) for each additional hour of supervision completed in addition to current salary.
- n. OSFA Counselor(s) may be used as translators or interpreters so long as it does not stop them from being able to fulfill their essential job responsibilities. The Employer or its representatives shall be the ones to request that the coordinator serve in this capacity.
- o. The duties of OSFA Counselor(s) shall be discussed and agreed upon between the parties if such classification were to be occupied.

D. NON-INSTRUCTIONAL STAFF

1. OFFICE COORDINATORS

- a. During the school year, Office Coordinators are to work 8 hours daily, exclusive of an hour lunch period. When school is not in session, Office Coordinators are to work 8 hours daily, exclusive of a thirty (30) minute lunch period. Any hours worked in excess of forty (40) within a week shall be compensated at a rate of time and a half (1.5) the Office Coordinator's hourly rate.
- b. Office Coordinators are to work on a year round schedule.
- c. No Office Coordinator shall be required to administer medication or to perform duties relating to medical treatment ~~unless~~. They may elect to be trained to do so (e.g., without limitation, blood borne pathogen training).
- d. All Office Coordinators 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.
- e. Employer and the UNION recognize the value of professional development. Office Coordinators shall be present at professional development as directed by their supervisor and may follow the Employer's policies in requesting additional or external professional development.
- f. No Office Coordinator shall be used as a substitute for a teacher unless they hold the requisite certifications from Illinois State Board of Education.
- g. Office Coordinators may perform temporary classroom supervisory duty as needed in situations where the welfare of the student(s) is concerned, but such duty shall not typically exceed sixty minutes. If temporary supervisory duty exceeds sixty minutes, the affected Office Coordinator shall be compensated \$25 for each additional hour of supervision completed in addition to their current salary.
- h. Office Coordinators shall not be required to serve as translators in Individualized Education Program (IEP) meetings where a translator or the 24/7 call-in translation service may be employed.

2. GRADUATE SUPPORT ADVISORS

Currently, the classification of Graduate Support Advisor is unoccupied. However, in the event that the position of Graduate Support Advisor becomes staffed in the future, the following terms shall apply:

- a. The Graduate Support Advisor workweek shall be forty (40) hours a week, Monday through Friday. Graduate Support Advisors shall receive a thirty (30) minute unpaid lunch daily. Any hours that exceed forty (40) within a week shall be compensated at a rate of time and a half (1.5) the Graduate Support Advisor's hourly rate.
- b. The Employer and the Union recognize the value of professional development. Graduate Support Advisors 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.

- c. No Graduate Support Advisors shall be used as a substitute for a teacher unless they hold the requisite certifications from Illinois State Board of Education.
- d. Graduate Support Advisors may perform temporary classroom supervisory duty as needed in situations where the welfare of the student(s) is concerned, but such duty shall not typically exceed sixty (60) minutes. If temporary supervisory duty exceeds sixty (60) minutes, the affected Graduate Support Advisor shall be compensated twenty-five dollars (\$25) for each additional hour of supervision completed in addition to current salary.
- e. Graduate Support Advisors may be used as translators or interpreters so long as it does not stop them from being able to fulfill their essential job responsibilities. The Employer or its representatives shall be the ones to request that the Graduate Support Advisor serves in this capacity.
- f. The duties of Graduate Support Advisors shall be discussed and agreed upon between the parties if such classification was to be occupied.

3. IT (HELPDESK) TECHNICIANS

- a. During the school year, IT technicians are to work 8 hours, exclusive of an hour lunch period. When school is not in session, IT Technicians are to work 8 hours, exclusive of a thirty (30) minute lunch period. Any hours worked that exceed forty (40) within a week shall be compensated at a rate of time and a half (1.5) the IT (Helpdesk) Technician hourly rate.
- b. IT Technicians shall be provided the use, as needed, of a workspace at each campus.
- c. IT Technician members are to work on a year round schedule.
- d. The Employer and the UNION recognize the value of professional development. IT technicians shall be present at professional development as directed by their supervisor and may follow the Employer's policies in requesting additional or external professional development.

E. ALL BARGAINING UNIT EMPLOYEES

a. Multiple Campuses

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

Further, bargaining unit employees shall be reimbursed for actual miles driven between sites at the current IRS mileage rate.

b. Lesson Plans

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

ARTICLE 13

LEAVE PROVISIONS

A. Paid Leave Days

All Full-time bargaining unit employees shall be entitled to ten (10) days leave with full pay for each school year for sick time or personal days. Paid leave days which have accrued may be taken at any time during the year; however, all such paid leave days are accrued on a pro-rata basis, as set forth below. Subject to Section F below, any day an employee is absent in excess of their allotment of PLDs shall be unpaid and taking such a day without authorization may result in discipline.

All bargaining unit members are allotted one-half of their total annual PLDs upon the first day of the school year. All bargaining unit members accrue such PLDs on a pro-rata basis determined by the Employer using current practice. All bargaining unit members are allotted their remaining PLDs upon the first day of the third quarter. All bargaining unit members accrue such PLDs at a pro-rata basis determined by the Employer using current practice. All paid leave which has been accrued, including any carried over from year to year, shall be used before any allotted but unaccrued paid leave days. Time can be taken in four hour increments. Per-planned paid leave days and vacation days must be requested in the IRIS system two weeks in advance absent extenuating circumstances. The Employer shall not require an employee to disclose the purpose for taking PLDs.

If a bargaining unit member resigns or is dismissed having utilized leave that had not yet accrued, the bargaining unit member shall be required to compensate the Employer for such time. Any unused paid leave days can be rolled over to the next year (not to exceed a maximum of 20 in any year) or paid out at \$15.00/hour (\$120 a day) to employees still actively employed. In the event a bargaining unit employee separates from employment prior to October 1, he/she

shall be paid his/her accrued paid leave days at the time of separation or shortly thereafter at \$15.00 per hour (\$120.00 per workday).

A bargaining unit employee must notify their supervisor as soon as possible before the time off, but in no event less than one-and-a-half (1-1/2) hours prior to the start of the workday unless it was an emergency to permit the employer time to secure a substitute, where necessary. Bargaining unit employees may be absent up to 3 consecutive days at a time without documentation.

B. Non-Instructional Staff - Vacation

1. In addition to paid leave, Non-Instructional staff are entitled to ten (10) vacation days per year. After 5 years of service, Non-Instructional staff are entitled to fifteen (15) vacation days per year.
2. Work Site Unavailability

In the event that a bargaining unit member's workspace is unavailable due to school maintenance/cleaning on non-instructional days, the Employer will notify said member no later than 12 hours prior to the start of the work day and suggest alternative places for work.

C. Employer Granted Leaves

1. All bargaining unit employees are entitled to all leaves included in the Employee Handbook, including Bereavement, Jury Duty, Military Leave, Family Medical Leave, Nursing Mothers Leave, Domestic Violence Leave, Workers Compensation Leave, Voting, Blood Donation, School Visitation, Voluntary Emergency Workers leaves. The terms of these leaves cannot be changed for bargaining unit employees without express, written agreement of the parties, which will not be unreasonably withheld.
2. Employees will be allowed unpaid leave for religious holiday observance. The employee may also utilize a paid leave day for the holiday.

D. Child Bearing Preparation and Child Rearing

All bargaining unit members eligible for FMLA may request up to 12 weeks off of work for an approved leave for purposes of preparation for child births, post-birth bonding or adoption within the first year of the event leading to the child being in the home.

1. Compensation during FMLA
 - a. FMLA is unpaid; however, employees may use any available benefit time they have accrued for the first five (5) working days, which will run concurrently with FMLA.
 - b. Employees may elect to take the remainder of the FMLA unpaid, or be compensated through the following:
 - i. Short Term Disability (STD);
 - ii. Additional accrued Paid Leave Days (PLD); or
 - iii. A combination of both STD and PLD
 - c. Employees shall not accrue paid leave days during a single block of FMLA leave.
 - d. Employees may also be eligible for short term disability. For non-caesarean delivery, employees may be eligible to receive up to six (6) weeks of short term disability pay after the birth of a child; for delivery by caesarean section, employees may be eligible to receive up to eight (8) weeks of short term disability pay after the birth of the child.
 - e. In the event of adoption or fostering of a child, or in the case of the non-birthing parent, no short term disability is available.
 - f. FMLA shall run concurrently with any short term disability and paid leave days taken.
 - g. For paid leave days taken during a leave of absence, employees are required to request paid leave days through the designated system.
2. Holidays and Non-School/Work Days
 - a. If there is a non-school/work day or school closing or shutdown where employees are not expected to work, the non-school/work days or shutdown period shall not count against the employee's FMLA allotment. The employee shall receive FMLA credit if the leave coincides with a holiday only if the employee works part of the week. If the employee works part of the week, only the days the employee would have been expected to report to work would count against the employee's FMLA allotment. If the employee is out on FMLA for the entire workweek, the holiday would count against the employee's FMLA leave allotment.
 - b. Holiday Pay. The employee will only get paid for a holiday if the employee either works or takes approved paid leave days on the day before and day after

the holiday.

3. Child Rearing Payout

- a. Employees who have a child or who adopt or foster a child may be eligible for a child-rearing payout based on their years of employment with UCSN.

Such additional child rearing leave is accruable in accordance with the following schedule:

- <1 Year of Service Receives 5 days at full pay
- >1 but <2 years of Service Receives 10 days at full pay
- >2 years of Service Receives 20 days at full pay

- b. Any payment made pursuant to this section shall be made in two equal payments with the first processed the next scheduled payroll following the bargaining unit member's return to work and the second processed six months after the first provided that the bargaining unit member is still actively employed by the Employer.
- c. In lieu of the child rearing payout, or any portion thereof, the additional child rearing leave may be taken within a year of a child being in the home, and does not have to be contiguous. Upon the bargaining unit member's return to work, the bargaining unit member must elect an allocation of payout and leave (i.e., a payment of five days at full pay and use of five days of leave in lieu of payment for a bargaining unit member with more than one but less than two years of service). When using such leave, bargaining unit members shall provide reasonable notice of the need to use such leave. The leave expires after a year.

E. Leave Rights

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

A bargaining unit employee returning from any type of paid leave shall be entitled to return to the same position and assignment she/he had prior to the leave. A bargaining unit employee returning from any type of unpaid leave shall be entitled to return to the same position and

assignment she/he had prior to the leave unless that position was filled in her/his absence with another employee , and in such case the returning employee shall be entitled to an equivalent position.

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

F. Leave Bank

Upon exhaustion of their accrued paid leave days, all bargaining unit employees may request the donation of additional leave time from other bargaining unit employees. The donated leave will be deducted from the accrued personal illness and injury leave of the member who donates it.

G. Officer Release Time

The Union may designate up to three (3) bargaining unit employees for full-time union release time during a school year. Such designations shall be made no later than June 1 each year and shall remain employees of the Employer and accrue such benefits and seniority as so entitled but shall be placed on a leave of absence without pay. Bargaining unit employees who are on leave for Union business may continue their benefit coverage, provided they pay the full cost of that coverage. Upon the completion of full-time union release time, such employees shall return to an equivalent position in the area of their certification.

In addition, a total of thirty (30) days per year shall be available to be divided for union officers to perform union business. By the 15th of each month, the Union shall provide the Employer with a list of dates used for this purpose in the preceding month and the names of each officer, or members designated by an officer, who used each date.

Additionally, the Union may purchase from the Employer a number of union release days not to exceed fifty (50) days. These days shall be divided at the Union's discretion among designated bargaining unit members. The Union will reimburse the Employer on a pro rata basis for the pay and benefits of employees who are released in this manner.

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

Labor Day

Christmas Eve & Day

Columbus Day

New Year's Eve & Day

Thanksgiving Day & Day After

Martin Luther King Day

President's Day
Good Friday
Memorial Day
Independence Day

Additionally, all Instructional Staff will receive time off during the following breaks, if applicable to their school calendars:

Fall Break
Thanksgiving Break
Winter Break
Spring Break

ARTICLE 14

PROFESSIONAL COLLABORATION

The Parties strive for a collaborative school environment at each school site, where teacher talents will be utilized to their fullest potential, offering perspectives in administrative, curricular and extra-curricular decision making.

The Employer shall inform the Union of upcoming Network-wide committees needed to analyze or develop recommendations for programming, curriculum and instruction. The Employer and Union will develop a process for informing members, soliciting participation on the committees and selecting committee members.

A. Professional Solutions Committee

A representative body elected by the bargaining unit will serve on the Professional Solutions Committee (PSC). This group convenes within three (3) weeks of a request by either party, and is intended to maintain network accountability (pursuant to applicable Employer policies). The PSC can examine network-wide teacher performance data and review consequences or interventions taken at individual campuses. Recommendations from the PSC are non-binding but will be considered by Management. Any issue brought up by the PSC that may be considered for a future grievance will be specified in writing at the end of the meeting, thereby tolling the grievance time limit requirement to the time that the PSC meeting was requested.

B. High School Courses

Course offerings will be decided at Employer high schools collaboratively. Before the curriculum is decided for the next academic year, each department will recommend changes to the course offerings based on input from administrators, teachers, and counselors, but final decisions will be made by the Employer.

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

ARTICLE 15

LAYOFF AND RECALL

A. Layoff

1. Notice to Union

Should layoffs be necessary for lack of work or lack of funds, the Employer shall advise the Union of any proposed layoffs and shall seek the Union's view on the matter prior to taking action.

2. Layoffs in Bargaining Unit Positions - Non-Instructional Staff

In the event a decision is made to reduce Non-Instructional Staff, the Employer will give affected employees written notice of such dismissal by mail or personal delivery at least thirty (30) calendar days prior to the layoff or thirty (30) days' pay in lieu of notice. Such employees will be laid off based on seniority within the position at issue. However, if, because of a staff reduction, there are additional skills now required of the remaining employees in the position in question, then the Employer may lay off the least senior employee in said position who does not possess the additional skills now required of that position. In other words, in such situations, the Employer may lay off out of seniority order, so as to ensure that all remaining employees in the position have the skills to perform all of the functions of the job.

3. Layoffs in Bargaining Unit Positions: Instructional Staff

In the event a decision is made to reduce the number of Instructional Staff, the Employer will give affected employees written notice of such dismissal by mail or personal delivery at least

thirty (30) calendar days prior to the layoff or thirty (30) days' pay in lieu of notice. The Employer (taking into account specific teaching needs, determined in its sole discretion, and assignment of student needs, scheduling demands, and subject matter needs) will lay off employees based on the Honorable Dismissal List.

4. **Honorable Dismissal List**

Each year by January 30, the Employer shall develop an Honorable Dismissal list. The list will categorize Instructional Staff members based on their current position certification/endorsement and rank each staff member in the same job title into one of the three (3) categories based on an average of their last two year-end evaluations, to the extent they exist. (If fewer than two year-end evaluations exist, then the employer has the right to rely on only one year-end evaluation). The referenced three (3) categories are:

Category	STRIVE Score
1	1.0-4.0
2	0.5-0.9
3	0.0-0.4

Within each of these categories, Instructional Staff shall be placed according to years of service in their job title. Layoffs will be effectuated by first laying off Instructional Staff in the particular job title without a year-end evaluation, then laying off staff within the lowest rank in inverse order based on years of service, before moving, if necessary, to a higher rank.

5. **Bumping Rights**

An Instructional Staff member subject to layoff who is in Categories 1 or 2 shall be able to exercise his or her right to “bump” other Instructional Staff members in that job title who are on the Honorable Dismissal List in a lower rank in lieu of layoff in the order set forth below, provided that the Instructional Staff member is qualified for the position:

- a. To fill a vacant position at any employer worksite that the Instructional Staff member is qualified for.
- b. To displace an employee in the employee's job title who is lower on the Honorable Dismissal list at the employees same worksite that the employee is qualified for.
- c. To displace an employee in the employee's job title who is lower on the Honorable Dismissal list at network-wide that the employee is qualified for.

An employee in Category 1 may also exercise his or her right to “bump” other Instructional Staff within the same category and same job title at the same or a different worksite if the employee has greater seniority and is qualified to perform the job duties of the bumped employee.

A bargaining unit 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 with no further rights to a., b. or c. above shall be considered laid off.

6. Recall of Bargaining Unit Positions

Recall rights extend only to positions for which bargaining unit employees are qualified to teach for the following school term. Category 1 employees shall be recalled first, and recall shall be based on the employee’s seniority. In the instance where two or more qualified Instructional Staff members in the job title within categories 2 and 3 apply to be recalled, preference for recall decisions shall be based on the Honorable Dismissal List with the Employer having the right to hire the most qualified employee on the List based on seniority in the job title within the highest STRIVE score categories involved. Recall rights will extend for the length of the employee’s seniority not to exceed more than two (2) years.

ARTICLE 16

TRANSFERS AND REASSIGNMENTS

In situations where a bargaining unit employee desires to transfer to another campus within the Network, each request will be handled in the following manner: Assuming said employee first timely submits an internal application for transfer (i.e. no less than three (3) weeks prior to the first day that students return to class at the earliest opening school) pursuant to the Employer’s procedures, and the employee meets the qualifications and certification requirements for an open position at the desired campus, the employee will then be granted an internal screening interview for the desired campus. In evaluating an internal candidate’s qualifications, the Employer will consider the employee’s prior work record, including, but not limited to, STRIVE evaluation scores. As with the filling of any open position, the Employer reserves the right to determine the most qualified applicant for the position, given the particular needs of both the campus from which the employee is transferring and the campus to which the employee desires to be transferred. However, the Employer will also make reasonable efforts to meet the needs of employees through the elective transfer process. Employees will be notified whether or not they are selected within three (3) weeks of the screening interview. Employees will not be retaliated against for requesting or participating in the transfer process.

The parties recognize that, on rare occasions, the Employer may be required to transfer certain bargaining unit employees in order to meet the needs of the Network, for example, when opening a new campus or other situation requiring a transfer. In such circumstances, the Employer will consider the specific needs of the campus in question, the specific qualifications and certifications of the employees, and any specific concerns raised by those employees targeted for transfer. The Employer, employee, and union will meet to discuss the terms of an involuntary transfer. The request for transfer will not be unreasonably denied. Under no circumstances will the Employer use the aforementioned transfer process in a punitive or discriminatory manner.

ARTICLE 17

NO STRIKES OR LOCKOUTS

1. During the term of this agreement, neither the Union nor any bargaining unit employees shall call, cause, participate in, condone or honor any strike or other concerted refusal to work, including but not limited to sympathy strikes.
2. The Union shall not instigate or condone such activities and agrees to exert its best effort to its union officers and members to comply with this Article.
3. The Employer agrees that it shall not lock out its bargaining unit employees.

ARTICLE 18

DISPUTE RESOLUTION

A. Purpose

The primary purpose of this procedure is to secure, through the lowest level approach possible and in a professional manner, an equitable solution to the problem of the parties.

B. Grievance-Defined

A grievance is defined as any difference, complaint or dispute between the Employer and the Union or any employee over the application, meaning or interpretation of this Agreement or arising out of past practice or any other circumstances or conditions of employment.

C. Investigation of a Grievance

The Employer shall allow the Union delegate or his or her designee a reasonable period of time during the school day to investigate grievances. Prior to the initial conference and upon the request of the Union delegate or his or her designee, the Employer shall provide the Union with access to and copies of all existing and available documents that are relevant to the allegations in grievance, including all documents supporting the Employer's actions, and shall supplement this production in a timely fashion if additional documents become available. The Union President or his or her designee shall be accorded all the rights of the Union delegate in any school or unit. Time allowed shall be confined to investigating grievances that have been brought to the Employer's attention. Notwithstanding the foregoing, the Employer shall not be barred from offering documentation later discovered as evidence in support of any action giving rise to the grievance.

D. Procedure For Adjustment Of Grievance- Formal Process

Step 1: Informal Conference

- i. Prior to the filing of a grievance, the bargaining unit employee (with a Union representative if so desired) shall pursue an informal, professional approach with the object of resolving the matter informally. The bargaining unit employee shall articulate the alleged violation(s) and desired remedy. The Informal Conference shall be conducted with the Employer or its designee. The conference must be requested in writing within thirty (30) calendar days following the act or condition which is the basis of the grievance or within thirty (30) calendar days of when the bargaining unit employee or the Union should have reasonably known of the act or condition giving rise to the grievance.
- ii. Following the informal conference, the Employer, or its designee will state in writing its decision within ten (10) working days of the informal conference.

Step 2: Second Level of Authority

- i. In the event the matter is not resolved informally, the grievance may be submitted to the Employer or its designees within fifteen (15) working days following the Employer's response. In doing so, the grievance must be in writing and must articulate the specific violation (s) alleged (including the contract provisions violated) and the remedy sought.
- ii. Within ten (10) working days after receiving the grievance, the Employer or its designees shall hold a conference with the bargaining unit employee and, if requested, union representative.

- iii. A written memo stating the Employer's decision in writing along with the supporting reasons shall be furnished, with one (1) copy to the bargaining unit employee, if any, who lodged the grievance, and one (1) copy to the Union representative. This decision shall be given within ten (10) working days.

Step 3: Arbitration

- i. The Union may refer the grievance, by sending notice to the Employer, with a detailed explanation of the grievance to be resolved, to binding arbitration within thirty (30) working days after receiving the decision of the Employer or its designee. If the Union refers a grievance in timely fashion to arbitration, the following provisions shall be applicable.
- ii. Requests for arbitration must be directed to the American Arbitration Association, with a copy to the Immediate Supervisor and the Employer through its designee. The parties may alternately select an agreed upon arbitrator without the use of the American Arbitration Associate. In either case of arbitrator selection, the voluntary labor arbitration rules of the American Arbitration Association shall apply to the proceeding. Date of mailing or hand-delivery shall constitute filing under this Article.
- iii. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only whether there has been a violation, misinterpretation or misapplication of the express terms of this agreement based on the issue(s) raised by the grievance or as amended during Steps 1 and 2 and shall have no authority to make a decision on any issue not so submitted or raised. If the arbitrator determines that there has been such a violation, he/she shall have the authority, consistent with the terms of this subparagraph (2), to provide for appropriate relief. The decision of the arbitrator shall be binding on the Employer, the Union and the bargaining unit members.
- iv. The fees and expenses of the arbitrator shall be either split by the parties or, at the discretion of the arbitrator, shall be paid entirely by the non-prevailing party.

E. Time Limits

The statute of limitations for pursuing a grievance under this Article is thirty (30) calendar days following the act or condition which is the basis of the grievance or within thirty (30) calendar days of when the bargaining unit employee or the Union should have reasonably known of the act or condition giving rise to the grievance. Grievances may be withdrawn at any step of the

Grievance Procedure without prejudice. Grievances not appealed within the designated time limits or extended by mutual agreement will be treated as withdrawn grievances.

The time limits at any step or for any hearing may be extended by mutual agreement of the parties involved at that particular step.

The Employer's failure to respond within the time limits shall not find in favor of the grievant, but shall automatically advance the grievance to the next steps.

F. Advanced Grievance Step Filing

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps may by mutual agreement be filed at the appropriate advance step where the action giving rise to the grievance was initiated. Mutual agreement shall take place between the appropriate Union representative and the appropriate Employer representative at the step where it is desired to initiate the grievance.

ARTICLE 19

ACADEMIC FREEDOM

It is the intent of the parties to assure that Instructional Staff enjoy academic freedom in the Schools. Academic freedom shall mean that teachers are free to present instructional materials which are pertinent to the subject and level taught, within the outlines of appropriate course content and within the planned instructional program, as determined by normal instructional and/or administrative procedures and as finally approved by the Administration of the Employer. 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.

It is the intent of the parties that this Article shall not apply to routine differences of opinion or disagreements among the Instructional Staff or between the Instructional Staff and the Administration regarding curriculum, methodology, selection or materials, or conduct of

classroom teaching, and shall not apply to criticisms and critical analysis resulting from the normal evaluation of classroom teaching performance, but shall be utilized only to process claims that academic freedom, as defined in paragraph 1 above, has been clearly and positively breached by some specific, definite act or order of the Administration of the Employer.

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

Notwithstanding anything stated in this Article, management retains the sole and exclusive right to determine the curriculum, curricular resources, and the standards and parameters thereto.

ARTICLE 20

PROFESSIONAL CONDUCT

All bargaining unit employees are expected to act as professionals, lead students to academic success, work collaboratively and in a team-oriented fashion, and participate in furtherance of Employer's mission.

ARTICLE 21

ACCESS TO PERSONNEL FILE

The Employer shall maintain the official personnel file, which file may be maintained in electronic format in the sole discretion of the Employer, for each bargaining unit employee, with said file being kept in the human resources office. Staff shall have the right to add explanatory material to their official personnel file, as allowed by law.

A bargaining unit employee shall be provided a copy of any material that is to be placed in his or her official file. The bargaining unit employee shall acknowledge that he or she has read such material by affixing his or her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he or she has read the documents to be filed and does not necessarily indicate agreement with its content.

Bargaining unit employees shall be permitted to review the official personnel file according to the Personnel Record Review Act (820 ILCS 40/1, et seq.). If authorized by a bargaining unit

employee in writing, the Union may also review the file. The Employer shall not gather or keep record of non-academic or non-employment related activities or information.

ARTICLE 22

INTELLECTUAL PROPERTY

Instructional Staff may use their own lesson plans, assessments, and instructional materials developed while employed by the Employer, without being deemed in violation of any employment agreement with the Employer.

ARTICLE 23

SAFETY CONDITIONS

Bargaining unit employees shall be responsible for immediately reporting, in writing, to their immediate supervisor any unsafe, hazardous, unhealthy, or potentially dangerous working condition. A response will be provided to the employee within a reasonable time frame, which reflects the urgency of the concern. The Employer shall invite interested bargaining unit employees to form a campus safety team, which shall review and provide input on campus evaluation and safety plans. Any recommendations relating to such plans shall be nonbinding.

The Employer shall assume the responsibility to investigate all conditions, which are reported to be unsafe, hazardous, unhealthy, or potentially dangerous. The Employer or their designee, after consideration of such reports, will promptly make a good faith effort to resolve the issue or otherwise ensure employees personal safety.

Bargaining unit employees shall immediately report cases of assault or attacks suffered in connection with their employment to their School Director or immediate supervisor, and, in emergent circumstances posing imminent risk of bodily harm, to local law enforcement. There shall be no reprisals for making reports in accordance with this Article. The Employer or designee shall comply with any reasonable request from the unit member for information in the possession of the Employer relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the unit member, local law enforcement and the courts.

All classroom entry points shall be lockable, and the teacher and other appropriate staff shall have a key.

The parties agree that in addition to the requirements and responsibilities stated above, it is a critical responsibility of all Bargaining unit employees to understand and comply with the School Campus Safety Plan specific to each location. To foster staff compliance with Campus Safety Plans, the Employer or the Employer's designee shall provide annual training related to the Plan.

ARTICLE 24

STATUTORY CHANGES

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

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

ARTICLE 25

AUTHORITY OF THE AGREEMENT

If any provision of this Agreement or application thereof to any party is declared invalid, illegal, or unenforceable for any reason by a court of competent jurisdiction, such invalidity, illegality, or unenforceability does not affect other provisions or applications of the Agreement, which can be given effect without the invalid application or provision, and to this end the provisions of this Agreement are severable, unless otherwise provided for by law. A court may substitute a lawful term or condition for any provision found to be unlawful, provided that any such substituted provision shall not deny the parties the benefits arising to them under this Agreement.

There shall be no reduction in benefits during the term of this Agreement without mutual agreement of the parties, unless otherwise prohibited by law.

ARTICLE 26

EFFECTIVE DATE AND DURATION

This Agreement is effective on the date of ratification by the Bargaining Unit and the Board of Directors of the UNO Charter School Network, Inc, except where otherwise indicated. Said date is November 17, 2016. This Agreement expires on the day prior to the first work day of the 2018-19 school year. However, up to one sixty (60) day extension shall be granted if requested. Further extensions may be granted by agreement of both parties.

FOR THE EMPLOYER:

FOR THE UNION;

UNO CHARTER SCHOOL
NETWORK, INC.

CHICAGO ACTS, LOCAL 4343 IFT-AFT,
AFL-CIO

By:_____

By:_____

Printed Name:_____

Printed Name:_____

Title:_____

Title:_____

Date:_____

Date:_____

