

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE

**CHICAGO ALLIANCE OF CHARTER TEACHERS AND STAFF, LOCAL 4343,
IFT-AFT/AFL-CIO**

AND

CIVITAS SCHOOLS, LLC

Effective October 30, 2009

through

The day prior to the first day of the 2012-2013 school year

Table of Contents

ARTICLE I - Parties	1
1.1 Parties	1
1.2 Recognition	1
ARTICLE II – Additional Definitions	1
ARTICLE III – Mission and Purpose	2
ARTICLE IV - Duration	2
4.1 Term.....	2
4.2 Reopener.....	2
ARTICLE V – School Rights	2
5.1 Administration Authority	2
ARTICLE VI – Union Rights	4
6.1 Bulletin Boards and Mailboxes	4
6.2 Union Access.....	4
6.3 Dues Check Off.....	4
6.4 Committee on Political Education	5
6.5 Professional Development Assurance	5
ARTICLE VII – Participatory Leadership	5
7.1 Participatory Committees	5
ARTICLE VIII – Working Conditions	6
8.1 Compensation.....	6
8.1.1 Salary.....	6
8.1.2 Performance Pay.....	6
8.1.3 Non-Certified Teachers	6
8.1.4 Salary Schedule Implementation	6
8.1.5 Extracurricular Pay.....	7
8.1.6 High Needs “Signing” Bonus:	7
8.1.7 National Board Certification Bonus	7
8.2 Benefits	7
8.2.1 Healthcare Benefits.....	7
8.2.21 Retirement Benefits.....	7
8.3 Job Descriptions	8

8.4	Class Size	8
8.5	Work Year	8
8.6	Standard Work Day	8
8.7	Required Meetings.....	8
8.8	School Events	8
8.9	Lunch.....	8
8.10	Planning Period	8
8.11	Teaching Load	8
8.12	Paid Absences	9
8.13	FMLA	9
8.14	Job Postings.....	9
8.15	Reimbursement	9
8.16	Bereavement Absences	9
ARTICLE IX –Safety.....		9
ARTICLE X –Evaluation & Discipline.....		10
10.2	Professional Conduct	10
10.3	Evaluation	10
10.4	Personnel Files	10
10.5	Discipline Meetings.....	10
ARTICLE XI – Conflict Resolution.....		10
11.2.1	Informal Resolution	11
11.2.2	Resolution Level 1	11
11.2.3	Resolution Level 2	11
11.2.4	Arbitration.....	11
ARTICLE XII – Preservation of Agreement		11
12.1	No Strikes or Lockouts	11
12.2	Successor	11
12.3	Savings Clause.....	11

Appendices

APPENDIX A: Dues Check Off Form	13
APPENDIX B: COPE Check Off Form	14
APPENDIX C-1: 2009-2010 Base Salary Schedule	15
APPENDIX C-2: 2010-2011 Base Salary Schedule	16
APPENDIX C-3: 2011-2012 Base Salary Schedule	17
APPENDIX D: Extracurricular Pay Schedule	18-20
APPENDIX E: Grievance Form	21
APPENDIX F: Teacher Evaluation System	22-28
APPENDIX G: Career Band Progression	29-30
Memoranda of Agreement.....	31

ARTICLE I. PARTIES

1.1. **Parties:** This Agreement is made and entered into by and between Civitas Schools, LLC ("Civitas"), which together with its member, managers and administrative staff shall be referred to in this Agreement as the "School" and the Chicago Alliance of Charter Teachers and Staff, Local 4343, IFT-AFT/AFL-CIO, the exclusive representative which together with its officers and representatives shall be referred to in this Agreement ("C-ACTS" or "Union").

1.2. **Recognition:** The School recognizes C-ACTS as the exclusive collective bargaining representative of all full-time and part-time teachers, counselors and social workers employed by Civitas at the Wrightwood Campus located at 8130 South California Avenue, Chicago, Illinois 60652, Northtown Academy located at 3900 West Peterson Avenue, Chicago, Illinois 60659, and the Ralph Ellison Campus located at 1817 West 80th Street, Chicago, Illinois 60620, and excluding all confidential employees, managerial employees, and guards and supervisors as defined by the National Labor Relations Act. (the "Bargaining Unit").

ARTICLE II. ADDITIONAL DEFINITIONS

2.1. The following definitions shall apply in this Agreement:

- 2.1.1. **"Agreement"** means this collective bargaining agreement.
- 2.1.2. **"Bargaining Unit Member"** means any employee of Civitas who is included in the Bargaining Unit certified by the National Labor Relations Board on June 30, 2009.
- 2.1.3. **"Campuses"** means the three Civitas campuses described in the Bargaining Unit, each a "Campus."
- 2.1.4. **"Director"** means the Director of each Campus, or his or her designee.
- 2.1.5. **"Grievance"** means any claim or dispute involving an interpretation or application of this Agreement by a Bargaining Unit Member, the School, or C-ACTS, that one of the other Parties is violating or has violated this Agreement during its Term.
- 2.1.6. **"Instructional Day(s)"** means any day(s) students are present for instruction.
- 2.1.7. **"Partial Instructional Day(s)"** means any day(s) when students are released prior to 3:30 dismissal.
- 2.1.8. **"Parties"** means ACTS and its Bargaining Unit Members and Civitas.
- 2.1.9. **"Provisional Period"** means any Bargaining Unit Member's first complete school year of employment by Civitas.
- 2.1.10. **"Teacher Professional Development Day"** means any day of service required of Bargaining Unit Members for development, preparation, planning, or other professional activity that is not an Instructional Day, as defined in this Agreement.
- 2.1.11. **"Union"** means the C-ACTS, Local 4343, IFT-AFT/AFL-CIO.

ARTICLE III. MISSION AND PURPOSE

3.1. Civitas Schools creates and sustains learning communities that value rigorous instruction, relevant curricular design and responsible leadership. To support the advancement of this mission, which is supported by ACTS, the Parties are committed to:

- 3.1.1. Making student-centered decisions that drive high quality teaching and learning;
- 3.1.2. Holding high expectations for all members of its learning communities while providing appropriate levels of support;
- 3.1.3. Valuing and developing all of its employees, including the Bargaining Unit Members, by providing instructional coaching, transparent evaluation, and high quality professional development; and
- 3.1.4. Incorporating the voice of teachers and families into the decision making and problem solving processes.

ARTICLE IV. DURATION

4.1. **Term:** The term of this Agreement ("Term") shall be from October 30, 2009 to the day prior to the first day of the 2012-2013 school year, and shall thereafter continue from year to year, unless at least sixty (60) days prior to the expiration date (or as otherwise extended by the Parties in writing) either Party hereto shall notify the other in writing of its intention to terminate this Agreement for the purpose of renegotiating a new Agreement.

4.2. **Reopener:** Upon mutual agreement of C-ACTS and the School, specific sections of this Agreement may be opened for revision. Absent such mutual agreement, this Agreement shall not be amended or modified during its Term.

ARTICLE V. SCHOOL RIGHTS

5.1. **Administration Authority:** The School retains all powers and authority to direct, manage and control the Campuses except to the extent that any such power or authority is expressly contrary to any provision of this Agreement or applicable law. The School will exercise its powers and authority collaboratively and will consider input from Bargaining Unit Members, but final decisions will rest with the School except as explicitly otherwise set forth in this Agreement. For example, the School expressly reserves the following rights and authority:

- 5.1.1. To determinate Civitas' and each Campus' mission, goals, program design and methodologies for fulfilling them;
- 5.1.2. To take such steps as are necessary or appropriate to fulfill Civitas' contractual obligations to Chicago International Charter School, its authorizer, and applicable law;
- 5.1.3. To establish educational policies with respect to admitting and educating students, including without limitation methods for ensuring the rights and educational opportunities of all students;

- 5.1.4. To determine staffing patterns and design, including as necessary any decision to lay off or reduce its workforce; the School agrees to take into account performance standards and seniority in making any layoff decisions;
 - 5.1.5. To determine the number and types of Bargaining Unit Members and other personnel required;
 - 5.1.6. To operate the Campus, including moving or modifying facilities;
 - 5.1.7. To determine methods of raising revenue, budget procedures and budget allocations;
 - 5.1.8. To contract with any third party for one or more services otherwise performed by Bargaining Unit Members including without limitation the procedures for obtaining such contract and the identity of the third party, but not for the purpose of replacing a position held by an existing Bargaining Unit Member;
 - 5.1.9. To determine class size, class staffing and assignment, class schedules, academic calendar, hours and places of instruction and or student assessment policies;
 - 5.1.10. 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
 - 5.1.11. To take action on any matter in the event of an emergency.
- 5.2. The exercise of the School's powers, rights, authority, duties, and responsibilities, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.
 - 5.3. The School shall have the right to make or change and enforce any reasonable work rule, policy or practice not inconsistent with this Agreement. Any dispute raised by ACTS about whether any such rule is inconsistent with this Agreement may be challenged by ACTS under Article XI of this Agreement.
 - 5.4. The School retains its right to amend, modify or rescind any work rule, policy and practice referred to in this Agreement in cases of emergency when there is a clear and present danger to the safety of any student, Bargaining Unit Member or other person, or when failure to act would result in a violation of applicable law or possible cessation of operation of the School. If the modification results in a permanent change to working conditions, and, if requested by C-ACTS, Civitas agrees to negotiate the modification in a timely manner.

ARTICLE VI. UNION RIGHTS

- 6.1. **Bulletin Boards and Mailboxes:** Authorized agents of C-ACTS can provide materials to Bargaining Unit Members via their employee mailboxes and the School agrees to designate a bulletin board in the employee lounge for C-ACTS' use, provided that any materials posted shall be subject to the School's general policies (such as those related to non-discrimination, non-harassment and decorum). Bargaining Unit Members may use the School's e-mail system during non-working time for union communications, subject to the following agreements and understandings:
- 6.1.1. The School has a right to monitor all communications on its systems at any time; neither the Bargaining Unit Members nor C-ACTS has any legitimate expectation of privacy in any communication on or over any Civitas or CICS system.
 - 6.1.2. Civitas reserves the right to disable or suspend Bargaining Unit Members' use of its e-mail system during the pendency of any labor dispute with C-ACTS.
 - 6.1.3. Use of the e-mail system under this section remains subject to all restrictions set forth in the Civitas Personnel Policy Manual, including its policies regarding unlawful harassment, acceptable use of technology, and the professional code of conduct.
- 6.2. **Union Access:** Civitas recognizes that authorized agents of C-ACTS may need access to Bargaining Unit Members during non-instructional time within the instructional day. C-ACTS recognizes the need for Civitas 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, authorized agents of C-ACTS agree to follow Civitas' visitor policies, including securing Director (or designee) approval for any visit to a Civitas Campus; in return, Civitas agrees that authorized agents of C-ACTS will not be unreasonably denied access to the school building. Visits to Campus during the instructional day shall not exceed two hours, except as required by applicable law. Authorized agents of C-ACTS shall not be denied access to any Campus when a Bargaining Unit Member has a right to *Weingarten* representation.
- 6.2.1. **Recruitment:** The Employer shall provide the C-ACTS with a 30 minute opportunity to address new employees at a mutually agreeable time during the new hire orientation period.
- 6.3. **Dues Check Off:** Upon receipt of a written check off authorization form in the form attached as Appendix A from any Bargaining Unit Member, the School agrees to deduct each pay period the applicable monthly dues payment that C-ACTS indicates is required for obtaining and maintaining membership in C-ACTS from the pay of each Bargaining Unit Member and shall remit the same to the Union on or before the last day of each month during which this Agreement remains in effect. C-ACTS shall advise the School in writing and in a timely manner of the amount of any deduction required by this paragraph. Membership shall continue from year to year unless revoked in writing at which time the employee shall become an agency fee payer.
- 6.3.1. No deductions under paragraph 6.3 shall be made which are prohibited by applicable law. Any dues deductions under this Agreement shall comply with the requirements of the Section 302(c)(4) of the Labor Management Relations Act of 1947, as amended and

no deduction shall be made except pursuant to a written authorization from each employee on whose account such deduction is to be made.

- 6.3.2. The Union agrees to indemnify and hold Civitas harmless from any claim, suit, cause of action, or other action with respect to the School's deduction of union dues under this Agreement, including without limitation the administration of the dues check off and any act or action in connection therewith and such indemnity and agreement to hold Civitas harmless shall include timely payment of any of its costs and attorneys' fees.
- 6.4. **Committee on Political Education:** Upon receipt of a written authorization from a Bargaining Unit Member as in Appendix B, the School shall deduct from the wages due said Bargaining Unit Member the sum specified in the authorization and remit to the C-ACTS Committee on Political Education (COPE) Fund as the Bargaining Unit Member's voluntary contribution to said Fund. The administration of this COPE Fund check-off shall be the same as the dues and/or agency fee check off.
- 6.5. **Professional Development Assurance:** In the 2009-2010 and 2010-2011 school years, Civitas agrees to dedicate, with purposeful intent, significant professional development devoted to learning and training in the "Danielson Model of Evaluation" for both faculty and most importantly, the administrators, who will use this model to evaluate the faculty [as set forth in this Agreement].

ARTICLE VII. PARTICIPATORY LEADERSHIP

- 7.1. **Participatory Committees:** The Parties agree that participatory leadership through workplace collaboration is an essential practice in excellent schools. The School is committed to ensuring meaningful teacher participation in the decisions that impact its students and learning community. Even though each Director will be accountable as the final decision-maker at each Campus, the formal basis for participatory leadership will occur within the following three committees to be established on each Campus with the enumerated goals and purposes.
 - 7.1.1. **The Curriculum, Instruction and Professional Development Committee** shall evaluate and recommend bell schedule, curricular design and materials, evaluate and recommend implementation of instructional best practices, and recommend and assist in the design of appropriate, ongoing professional support for Bargaining Unit Members.
 - 7.1.2. **The School Handbook and Policy Committee** shall make recommendations regarding the School calendar, evaluate the effectiveness of Campus operations that affect the Bargaining Unit Members and recommend handbook policies to improve effectiveness of such operations.
 - 7.1.3. **The Family and Community Engagement Committee** shall support development of strong family and community involvement in the life of students at each Campus and seek to establish external partnerships aligned with each Campus' mission and vision.
 - 7.1.4. Each participatory committee shall provide critical voice in evaluating areas in need of improvement and making recommendations to each Director. Each will be comprised of a minimum of four and a maximum of six representatives, consisting of two or three Bargaining Unit Members (selected by C-ACTS), and two or three non-bargaining unit

members (selected by the Director), and the Director. The Family and Community Engagement Committee will include three parent/community representatives in addition to the six school representatives.

- 7.1.5. Participatory committee members are to be selected annually and will serve no more than two consecutive years, absent agreement of the Parties. Any overlap or dispute about the subject matter jurisdiction of the participatory committees shall be resolved by each Director.

ARTICLE VIII. WORKING CONDITIONS

8.1. Compensation

- 8.1.1. **Salary:** The salary schedules shall be as set forth in Appendix C-1, C-2, and C-3 of this agreement. During the 2009-2010 school year, Bargaining Unit Members shall not be classified according to professional band (*e.g.*, novice, associate, professional or master); rather, they shall be slotted into the salary schedule as set forth on Appendix C-1 and will be classified into professional bands by Civitas in advance of the 2010-2011 school year. Any Bargaining Unit member who did not evaluate into a professional band that would have provided for an increase to the current salary shall be paid the average of his/her SY 09-10 salary and the SY 10-11 salary they were projected to reach (a.k.a half step). Any Bargaining Unit Member who is eligible, but who Civitas, through its evaluation under the terms of Appendix F of this Agreement, determines will not move into a higher professional band prior to 2011-2012, will move laterally on the salary schedule. For a teacher who took a half step in the SY10-11, lateral movement shall be defined as SY 10-11 salary plus one hundred (\$100.00) dollars.
- 8.1.2. **Performance Pay:** In its discretion, Civitas shall be permitted to supplement the salary of any Bargaining Unit Member with performance pay above and beyond that shown on Appendix C in school years after the 2009-2010 school year based on criteria that Civitas will identify to C-ACTS in a memorandum of understanding following discussions with and input from a committee comprised of C-ACTS and Civitas representatives for that purpose.
- 8.1.3. **Non-Certified Teachers:** Non-certified Bargaining Unit Members shall be compensated according to their appropriate place in the schedule, less \$5000, provided that non-certified Bargaining Unit Members who are employed by Civitas on the original date this Agreement is executed shall be exempt from this salary reduction, provided that they attain certification within two years of that date or be subject to termination. Non-certified Bargaining Unit Members hired by Civitas following the original date this Agreement is executed must attain certification within two years of their hire date or be subject to termination. Bargaining Unit Members must be certified to be eligible for Professional or Master Levels of compensation.
- 8.1.4. **Salary Schedule Implementation:** The salaries set forth on Appendix C for the 2009 to 2010 school year shall become effective on the date C-ACTS gives notice to the School that the Bargaining Unit Members have ratified this Agreement. Such salary adjustments shall be reflected in the second regularly scheduled pay period following the ratification date. Salary adjustments thereafter based upon the School's verification

of Bargaining Unit Members' years of teaching service and advance degree qualifications shall be retroactive to the ratification date, provided that Bargaining Unit Members provide any materials to be considered in the School's verification process by the last School day of the 2009-2010 school year.

- 8.1.5. **Extracurricular Pay:** Teachers engaged in extracurricular activities approved by the School shall be compensated as indicated on Appendix D. The Parties agree that the illustrative examples of extracurricular activities on Appendix D may change from time to time in the School's discretion.
- 8.1.6. **High Needs "Signing Bonus":** Civitas shall have the discretion to offer a bonus of up to \$5000.00 for candidates for high needs positions as defined by federal standards related to high needs positions, currently defined as special education, mathematics, science, foreign languages and bilingual education, or the positions which are defined by the federal government as such at the time of signing.
- 8.1.7. **National Board Certification Bonus:** Bargaining Unit Members who obtain National Board Certification during the Term shall be eligible for a \$12,500.00 bonus to be paid by Civitas in \$2500.00 yearly increments, less applicable deductions, over a five-year period on or before the last day of each school year during which such payments are due. Bonus payments are contingent upon continued employment at Civitas Schools.

8.2. **Benefits**

- 8.2.1. **Healthcare Benefits:** For eligible Bargaining Unit Members who elect to participate in the Civitas benefits plan, which plan is subject to all the terms and conditions of the plan documents, Civitas shall pay the following amounts:
- 80% of the individual Bargaining Unit Member's premium for healthcare insurance;
 - 80% of the individual Bargaining Unit Member's premium for vision and dental insurance; and
 - 100% of the of the individual Bargaining Unit Member's premium for basic life insurance, AD&D insurance, and LTD insurance.

Full-time Bargaining Unit Members are eligible for the benefit program on the first day of the month after completing 30 days of employment. Part-time Bargaining Unit Members whose workload exceeds 50% of the workweek shall be eligible for benefits on the same terms as full-time Bargaining Unit Members. Civitas reserves the right to change any benefit provider and agrees to review and consider any proposal by C-ACTS with respect to an alternative healthcare insurance program.

- 8.2.2. **Retirement Benefits:** All full-time Bargaining Unit Members are eligible to participate in Civitas' voluntary retirement savings program, subject to the terms of that plan. Civitas will match contributions by non-certified Bargaining Unit Members at 100% for up to 3% of the Bargaining Unit Member's base salary under the terms of the plan. There is no match for certified Bargaining Unit Members.

- 8.3. **Job Descriptions:** Bargaining Unit Members shall be annually provided with a job description, which may be updated from time-to-time as appropriate in the School's discretion and based upon input from Bargaining Unit Members. Job descriptions shall define Bargaining Unit Members' responsibilities and delineate lines of authority and reporting relationships.
- 8.4. **Class Size:** On average, the School shall maintain a campus staffing ratio of no more than twenty five students to one full time classroom teacher. If an individual class size exceeds twenty-nine students, there will be a conference between the affected Bargaining Unit Member, Team Leader and Director. Through this dialogue, potential resolutions will be discussed, including without limitation, lower class size in other sections, teacher aide support, reduction of ancillary duties and such other ideas that may present opportunities for resolution. In the event that no resolution is reached, the matter shall be subject to Article XI of this Agreement provided that the best interest of the students shall predominate over the interest of the School or the Bargaining Unit Member in any arbitration of this issue.
- 8.5. **Work Year:** Bargaining Unit Members will work up to two hundred two days, to include up to one hundred ninety two Instructional Days and ten Teacher Professional Development Days. New Bargaining Unit Members, including any prior employees who have not worked for the School during the prior twelve months, must attend up to an additional two induction Teacher Professional Development Days.
- 8.6. **Standard Work Day:** Except with regard to meetings required by this Agreement, the standard workday for Bargaining Unit Members shall be eight hours, provided that Bargaining Unit Members shall make themselves reasonably available for short meetings before or after school beyond the standard work day to discuss issues with School administrators as requested. A Bargaining Unit Member's history of making herself or himself available for such meetings shall be a relevant factor in evaluating performance.
- 8.7. **Required Meetings:** At the School's discretion, Bargaining Unit Members must remain beyond the standard workday for one faculty meeting each month, for a period of time not to exceed forty-five minutes per meeting. During the first and last month of classes, additional meetings may be scheduled as needed. Absent a legitimate reason for failing to provide notice, Bargaining Unit Members shall be entitled to five days' notice for all meetings beyond the standard workday.
- 8.8. **School Events:** Bargaining Unit Members shall also attend certain important school events such as graduation day, open house, back-to-school night and parent teacher conferences.
- 8.9. **Lunch:** Bargaining Unit Members shall receive a thirty-minute lunch break during which they are to be freed from school duties, provided that they remain obligated to follow standards of professional responsibility at all times while on Campus and during the standard workday.
- 8.10. **Planning Period:** Except on Partial Instructional Days, Bargaining Unit Members shall have a scheduled planning period of not less than forty-five minutes daily that shall be used for classroom and instructional preparation.
- 8.11. **Teaching Load:** At the high school level, Bargaining Unit Members shall have a course teaching load not to exceed 72% of their standard work day.

- 8.12. **Paid Absences:** Full-time Bargaining Unit Members shall have ten paid time off days per academic year ("PTO Days") for use as sick or personal business days. Five days will accrue in August at the beginning of the school year. An additional five PTO days will accrue in January at the beginning of Semester Two, provided that the Bargaining Unit Member remains employed on that date. Full-time unit members are permitted to bank up to a maximum of 10 accrued and unused PTO Days for emergency use. PTO Days shall be paid out as final compensation at termination as required by Illinois law.
- 8.13. **FMLA:** Bargaining Unit Members who are eligible for Family Medical Leave Act leave shall be subject to and follow the policy and procedures published in the Schools' employee handbook related to such leave.
- 8.14. **Job Postings:** The School agrees to e-mail to each Bargaining Unit Member any job vacancies for which Bargaining Unit Members may be qualified.
- 8.15. **Reimbursement:** The School will reimburse reasonable expenses incurred by any Bargaining Unit Member pursuant to its general policy regarding expense reimbursement provided that any such expenses are approved on the School reimbursement form in advance by the School and appropriate documentation of the expenses is timely provided to the School by the Bargaining Unit Member.
- 8.16. **Bereavement Absences:** Bargaining Unit Members shall be given up to five days of paid absence in case of a death in their immediate family. Immediate family includes any parent, foster parent, Civitas-registered domestic partner, child, brother, sister, mother-in-law, father-in-law, grandmother, grandfather or grandchild.

ARTICLE IX. SAFETY

- 9.1. The School commits to ensuring a safe and healthy work environment for all of its employees.
- 9.2. Bargaining Unit Members are responsible to report, in writing to their immediate supervisor, any allegedly unsafe circumstance, situation or event, including any injury.
- 9.3. The School will investigate any reported unsafe, hazardous, unhealthy or potentially dangerous working condition and shall take necessary steps to have the conditions remedied, in a reasonable time period which reflects the urgency of the situation.
- 9.4. Bargaining Unit Members shall immediately report any instance of assault suffered in connection with their employment to the Director and to local law enforcement. Consistent with its legal obligations under applicable laws, the School shall comply with any reasonable request from the Bargaining Unit Member for information in its possession relating to the incident or persons involved, and shall act in appropriate ways as a liaison between the Bargaining Unit Member, local law enforcement and any court or agency.
- 9.5. To ensure the safety of all Bargaining Unit Members on its Campuses, in the event of any violation of the CICS Student Code of Conduct by a student that threatens the safety of a Bargaining Unit Member, the School will enforce the Code of Conduct and recommend that student for appropriate discipline up to and including expulsion.

ARTICLE X. EVALUATION AND DISCIPLINE

- 10.1. **Provisional Period:** The employment of Bargaining Unit Members in their first full school year of employment with Civitas shall be provisional and they may be released from employment without cause and in the sole discretion of the School during this Provisional Period.
- 10.2. **Professional Conduct:** All Bargaining Unit Members are expected to act as professionals, lead students to academic success, work collaboratively and in a team-oriented fashion, and to participate with enthusiasm in the School's mission and in parent outreach.
- 10.3. **Evaluation:** A Bargaining Unit Member shall be evaluated pursuant to the Teacher Evaluation System attached as Appendix F. Documents utilized in the Teacher Evaluation System can be found in the Civitas Evaluation Handbook.
- 10.4. **Personnel Files:** The School agrees to comply with the provisions of the Illinois Personnel Records Review Act and further agrees to allow, upon any Bargaining Unit Member's written request and reasonable notice, a representative of C-ACTS access to the Civitas central office to meet with the Bargaining Unit Member on non-working time for the purpose of reviewing his or her personnel file. There shall be one official file maintained with Civitas at the Civitas central office.
- 10.5. **Discipline:** Following the Provisional Period, the School shall have the right to discharge or discipline any Bargaining Unit Member for cause. When such is the case, discipline shall be appropriate under all the facts and to the circumstances of each particular incident which may include, depending on the seriousness of the offense and circumstances, discharge or any one or more of the following progressive steps of discipline:
 - 10.5.1. Verbal warning;
 - 10.5.2. Written warning;
 - 10.5.3. Written warning with, as appropriate, an unpaid suspension;
 - 10.5.4. Discharge, in writing with a copy provided to the Bargaining Unit Member and to C-ACTS.
- 10.6. The School shall have the right to skip any or all progressive discipline steps in the event of serious misconduct or repeated failure to comply with or satisfactorily address concerns presented in prior verbal or written warnings.

ARTICLE XI. CONFLICT RESOLUTION

- 11.1. Effective schools are characterized by transparency, openness and fluid communication. The healthy development of the School and its Campuses necessitates active input from all stakeholders in our learning communities, including ideas, feedback, suggestions, and good-faith criticism and complaints regarding the School, its Bargaining Unit Members or C-ACTS.
- 11.2. Recognizing that conflict within the School is unavoidable, the Parties are committed to ensuring that conflict results in productive outcomes that benefit our students, Campuses, Bargaining Unit Members, the School and the communities its serves.

- 11.2.1. **Informal Resolution:** The Parties prioritize resolving conflict in an informal, expedited manner. As such, if a Bargaining Unit Member has a Grievance, it should be directed to the appropriate leadership team member and a good-faith effort should be made to resolve that Grievance before its escalation to another level. At minimum, a conference shall take place within seven days of the Grievance being brought to the attention of the School.
- 11.2.2. **Resolution Level 1:** If the Grievance is not resolved, any Party may appeal to the Director. A concise, written summary of the Grievance shall be submitted to the Director on the form attached as Appendix F within seven days of the Informal Level conference, detailing each provision of the Agreement allegedly violated, and how, along with any supporting documents or materials. A conference shall take place within five business days barring unusual scheduling circumstances. A written memo detailing the Director's disposition of the situation shall be returned to the Bargaining Unit Member within five days of the Level 1 conference.
- 11.2.3. **Resolution Level 2:** If the Grievance is not resolved, any Party may appeal to the Civitas Executive Leadership team and within ten days the CEO (or designee) will facilitate a meeting to seek a resolution. Resolution of the Grievance will be discussed and a written disposition provided to all Parties, barring unusual scheduling considerations, within five business days of the Level 2 conference.
- 11.2.4. **Arbitration:** If the Grievance is not resolved, any Party may submit it for arbitration within ten days of receipt of the Level 2 written disposition. The Parties will obtain a commitment from the American Arbitration Association (AAA) to assist the Parties in resolving the Grievance. Both sides agree to be bound by the AAA's Labor Arbitration Rules, which shall control absent agreement of the Parties. The decision of a single AAA arbitrator shall be final and binding upon all Parties. The cost of the arbitrator's services and any costs, excluding attorneys' fees but including transcription and/or recording fees shall be borne equally by the School and C-ACTS. The arbitrator shall not have any authority to add to, detract from, or in any way alter the provisions of this Agreement or make a new Agreement.

ARTICLE XII. PRESERVATION OF AGREEMENT

- 12.1. **No Strikes or Lockouts:** During the Term of this Agreement, the Parties agree that the Bargaining Unit Members shall not engage in a strike, slowdown, or any other work stoppage, and C-ACTS shall not instigate, encourage or condone the same, and the School agrees that it shall not lockout the employees.
- 12.2. **Successor:** Civitas will not assign this Agreement during its Term to any party who does not agree to honor the terms and conditions of this Agreement during its Term.
- 12.3. **Savings Clause:** Any provision in this Agreement that is contrary to or held to be in violation of any applicable law or regulation shall be void and of no force or effect, and this Agreement shall be construed as if such provision were removed, it being intended, however, that the other provisions of this Agreement shall not be affected by such removal and, to the greatest extent possible consistent with applicable law, shall be interpreted to give effect to the intention of the Parties as evidenced by the Agreement.

WHEREAS, the Parties have executed this Agreement this 31st day of October, 2009.

CIVITAS SCHOOLS, LLC

BY: SIMON HESS

ITS: CEO

CHICAGO ALLIANCE OF CHARTER TEACHERS AND STAFF, LOCAL 4343, IFT-AFT, AFL-CIO

BY: EMILY MUELLER

ITS: NEGOTIATIONS CHAIR

APPENDIX A: DUES CHECK OFF FORM



Dues Deduction Authorization

Print Full Name:

Street Address: _____ City:

State: _____ Zip: _____ Home Phone: _____ Work Phone:

Employer: _____ Campus: _____ Title:

Home email address:

Pursuant to applicable law, I assign to Chicago ACTS, IFT, AFT, AFL-CIO from my compensation as an employee an amount equal to the dues fixed by the Constitution of Chicago ACTS and AFT policy per pay period as membership dues in the Union. I authorize and direct my employer to remit said dues to the Union by the tenth day of each month.

I submit this assignment and authorization with the understanding that it will be effective on the date I sign it and in full force and effect throughout my employment with the employer while I am a member of the bargaining unit. This assignment and authorization will be revoked in the event that I am no longer a member of the bargaining unit or have a break in employment with the employer.

This assignment and authorization are effective at once.

Signature: _____ Date:

Dues, contributions, or gifts to Chicago ACTS, IFT, AFT, AFL-CIO are not deductible as charitable contributions for federal income tax purposes. Under limited circumstances, Union dues may qualify as a business expense.

APPENDIX B: COPE CHECK OFF FORM



Chicago ACTS COPE Check off Authorization

I hereby authorize and direct my employer to deduct from my pay the sum of \$_____ per pay period and to remit that amount to the Chicago ACTS Committee on Political Education (Chicago ACTS COPE).

This authorization is voluntarily made by me, based on my specific understanding that the signing of this Authorization Card and the making of these voluntary contributions are not conditions of membership in the Union. I understand that I may refuse to contribute without reprisal and that I may contribute more or less and will not be favored or disadvantaged by the Union for doing so. I further understand that Chicago ACTS COPE is a Political Action Committee (PAC) connected with Chicago ACTS, which will use my contribution for political purposes, including but not limited to, making contributions to and expenditures for candidates for federal, state, and local offices and addressing federal, state, and local political issues. This authorization shall remain in full force and effect until revoked by me in writing.

Print Full Name:

Signature: _____ Date:

Contributions or gifts to Chicago ACTS COPE are not deductible as charitable contributions for federal income tax purposes.

Appendix C-1

2009-2010 Base Salary Schedule

Credited Years of Service	Bachelor's Degree	Master's Degree
0	\$42,221	\$45,145
1	\$43,910	\$46,951
2	\$44,414	\$47,338
3	\$46,793	\$49,717
4	\$48,664	\$51,910
5	\$48,985	\$54,103
6	\$51,179	\$56,296
7	\$53,371	\$57,985

The following guidelines should be used in interpreting this schedule:

1. For certified teachers: Total compensation also includes, without limitation, Civitas payment of 7% additional funds toward each certified teachers' Chicago Teachers Pension Fund account. Such payment is not reflected above.
2. For non-certified teachers: Total compensation also includes up to an additional 3% of matching funds payable to said teachers retirement account. Such funds are not reflected above.

Appendix C-2

2010-2011 Base Salary Schedule

Career Level (Year)	Bachelor's Degree	Master's Degree
NOVICE		
Year 0	\$43,488	\$46,500
Year 1	\$44,010	\$47,051
ASSOCIATE		
Year 1	\$45,747	\$48,758
Year 2	\$46,893	\$49,817
Year 3	\$48,764	\$51,805
PROFESSIONAL		
Year 1	\$50,454	\$53,467
Year 2	\$51,279	\$54,203
Year 3	\$53,471	\$56,396
Year 4	\$55,072	\$58,085
Year 5	\$56,721	\$59,825
MASTER		
Year 1	\$56,985	\$59,868
Year 2	\$57,408	\$60,449
Year 3	\$59,130	\$62,262
Year 4	\$60,904	\$64,130
Year 5	\$62,731	\$66,054

The following guidelines should be used in interpreting this schedule:

1. For certified teachers: Total compensation also includes, without limitation, Civitas payment of 7% additional funds toward each certified teachers' Chicago Teachers Pension Fund account. Such payment is not reflected above.
2. For non-certified teachers: Total compensation also includes up to an additional 3% of matching funds payable to said teachers retirement account. Such funds are not reflected above.
3. Any Bargaining Unit member who did not evaluate into a professional band that would have provided for an increase to the current salary shall be paid the average of his/her SY 09-10 salary and the SY 10-11 salary they were projected to reach (a.k.a half step).
4. Above compensation does not include any performance bonuses, stipends, or extra-curricular payments which may be earned by the bargaining unit member under this agreement.

Appendix C-3

2011-2012 Base Salary Schedule

Career Level (Year)	Bachelor's Degree	Master's Degree
NOVICE		
Year 0	\$44,792	\$47,895
Year 1	\$45,770	\$48,933
ASSOCIATE		
Year 1	\$47,119	\$50,221
Year 2	\$47,576	\$50,709
Year 3	\$48,864	\$51,905
PROFESSIONAL		
Year 1	\$51,968	\$55,071
Year 2	\$52,472	\$55,605
Year 3	\$53,571	\$56,496
Year 4	\$55,172	\$58,185
Year 5	\$56,821	\$59,925
MASTER		
Year 1	\$58,562	\$61,664
Year 2	\$59,130	\$62,262
Year 3	\$59,704	\$62,867
Year 4	\$61,495	\$64,753
Year 5	\$63,340	\$66,695

The following guidelines should be used in interpreting this schedule:

1. For certified teachers: Total compensation also includes, without limitation, Civitas payment of 7% additional funds toward each certified teachers' Chicago Teachers Pension Fund account. Such payment is not reflected above.
2. For non-certified teachers: Total compensation also includes up to an additional 3% of matching funds payable to said teachers retirement account. Such funds are not reflected above.
3. Above compensation does not include any performance bonuses, stipends, or extra-curricular payments which may be earned by the bargaining unit member under this agreement.

APPENDIX D: EXTRACURRICULAR PAY SCHEDULE

Athletics & Extra Curricular Activities:

Teams are placed in a tier classification based upon number of contact days and hours in addition to the level of competition at the inter-scholastic level. New clubs will be reviewed and placed by the School in the appropriate tier by comparing the new club to above conditions of existing clubs.

Tier 1 Athletics and Extra Curriculars:

Varsity

Coaches: \$3,000

Assistant Coaches: \$1,500

Includes: Flag football, Soccer, Volleyball, Baseball, Softball, Basketball, Debate

Junior Varsity:

Coach: \$2,100

Asst. Coach: \$1,050

Includes: Flag football, Volleyball, Baseball, Softball, Basketball

Tier 2 Athletics & Extra Curriculars:

Varsity:

Coach: \$1,600

Asst. Coach: \$800

Includes: Cross Country, Track & Field, and Tennis

Junior Varsity:

Coach: \$1,400

Asst. Coach: \$700

Includes: Soccer, Cross Country, Tennis, and Track & Field

Community Schools Clubs:

Tier 1 Community Schools Clubs: Year long clubs that meet for a minimum of two hours a week for 36 weeks.

Facilitator: \$1,500

Club Budget: \$250

Requirements:

- 2 hours weekly
- Attendance
- Quarterly outline of scope
- Minimum Club Size 10
- Maximum Club Size: 25

Tier 2 Community Schools Clubs: Year long clubs that meet for a minimum one hour a week for 36 weeks or meet for two hours for a half year (18 weeks)

Facilitator: \$750

Club Budget: \$250

Requirements:

- 2 hours weekly for half a year or 1 hour weekly for a full year.
- Attendance
- Quarterly outline of scope
- Minimum Club Size 10
- Maximum Club Size: 25

Non-Community Schools Clubs:

Tier 1 Non-Community Schools Clubs: Director approved yearlong clubs that meet for a minimum of two hours a week for 36 weeks.

Facilitator: \$1,000

Requirements:

- 2 hours weekly or equivalent time allocation
- Minimum Club Size 5
- Maximum Club Size: 25

Tier 2 Non-Community Schools Clubs: Director approved yearlong clubs that meet for a minimum one-hour a week for 36 weeks or meet for two hours for a half year (18 weeks)

Facilitator: \$500

Requirements:

- 2 hours weekly for half a year or 1 hour weekly for a full year or equivalent time allocation
- Minimum Club Size 5
- Maximum Club Size: 25

Service Duties:

Tier 1 Service Duties:

Option 1: Director approved yearlong commitment that requires daily responsibilities to execute the program and allows for no additional release time.

Option 2: Director approved special event that requires an equivalent time commitment to

Option 1.

Moderator Stipend: \$3,000

Requirements:

- Selected by school director
- Execute assigned responsibilities with high levels of consistency, quality, and equity throughout the course of the year

Tier 2 Service Duties:

Option 1: Director approved yearlong commitment that requires daily responsibilities to execute the program and allows for additional release time from teaching responsibilities.

Option 2: Director approved special event that requires an equivalent time commitment to Option 1.

Moderator Stipend: \$1,500

Requirements:

- Selected by school director
- Execute assigned responsibilities with high levels of consistency, quality, and equity throughout the course of the year

Tier 3 Service Duties: Director approved yearlong commitment that requires intermittent responsibilities as directed by the Director or Director Designee.

Moderator Stipend: \$500

Requirements:

- Selected by school director
- Execute assigned responsibilities with high levels of consistency, quality, and equity throughout the course of the year

APPENDIX E: GRIEVANCE FORM

Civitas Federation of Teachers, C-ACTS Local 4343

GRIEVANCE FORM

GRIEVANT(S): _____ GRIEVANCE # _____
_____ DATE SUBMITTED _____
_____ TO MANAGEMENT: _____

CONTRACT ARTICLES & SECTIONS VIOLATED

Article: _____ Section: _____ Article: _____ Section: _____
Article: _____ Section: _____ Article: _____ Section: _____
Others: _____ Others: _____
Others: _____ Others: _____

and any and all other Articles and Sections which apply.

STATEMENT OF GRIEVANCE:

UNION'S CONTENTION:

REMEDY:

and any and all other action which will make the grievant whole.

GRIEVANT'S / UNION PRESIDENT'S SIGNATURE:

_____ Date: _____

GRIEVANT'S REPRESENTATIVE:

_____ Date: _____

Copy: Insert Grievant Name
Insert Supervisor/Principal Name
Insert Union President Name
File

Date Received by Administrator: _____

APPENDIX F: TEACHER EVALUATION SYSTEM

A. DEFINITIONS and DOCUMENTS

"Evaluation" means the process of assessing the professional development and performance of Bargaining Unit Members. "Evaluation" consists primarily of

- formal announced and unannounced observations,
- pre and post conference meetings with evaluating Administrators,
- presenting and receiving written reflection and feedback about performance,
- review of artifacts gathered and presented by the Bargaining Unit Member, and
- the receipt of evaluation ratings of performance.

"Intervention Plan" means a formal process to assist bargaining Unit Members who are identified as struggling to meet School expectations. Such plan shall be implemented in accordance with section I of this appendix and may also be used in the Bargaining Unit Member's evaluation.

"Administrator" means an individual who is trained in the "Danielson Evaluation System." Evaluation of Bargaining Unit Members shall be done by such a qualified individual.

Documents used in the evaluation process include:

- (1) **Form I—"Self-Assessment of Practice"** (Danielson, C. The Handbook for Enhancing Professional Practice, 2008): To be completed by Bargaining Unit Members prior to September 30 of each school year. Document is shared with the instructional coach and is intended to be non-evaluative.
- (2) **Professional Growth Plan ("PGP")**: Developed by the Bargaining Unit Member in conjunction with his/her instructional coach; plan sets annual individual goals rooted in self assessment, student data, school goals, personal professional growth objectives and the Danielson framework. To be completed by Bargaining Unit Members each school year.
- (3) **Form F—"Formal Classroom Observation"**: Includes the Planning Conference and Reflective Conference questions as well as a template for note keeping during a formal observation.
- (4) **Form G—"Formal Observation Summary"**: For School to use in conducting formal classroom observations of teachers as part of the evaluation process.

- (5) **Form D—"Lesson Reflection"**: For Bargaining Unit Members to use to facilitate reflection on the lesson observed and contribute to professional learning.
- (6) **Form M—"Summary of Observations and Artifacts"**: Used by the School to collect and centralize data on classroom observations.
- (7) **Form N—"Annual Summative Evaluation "**: Used by the School to verify that a Bargaining Unit Member's performance "Exceeds," "Meets," or "Does Not Meet" the School's expectations.
- (8) **"Artifact Review Form"**: Used by a Bargaining Unit Member and the School to prepare for and facilitate an Artifact Review Conversation.

B. NOTIFICATION OF ADMINISTRATOR AND EVALUATION PROCEDURES

Prior to September 30 of each school year or within four weeks of the date of hire, if later, the School shall provide Bargaining Unit Members with the evaluation procedures, criteria/standards and formal evaluation instrument to be used, as well as advising them as to which Administrator shall formally evaluate their performance. If a Bargaining Unit Member's evaluating administrator changes or if the Member is reassigned after the beginning of the School year, the Member shall be informed in writing as to which Administrator shall formally evaluate them within five school days of the reassignment. Each Bargaining Unit Member shall be provided with a copy of the evaluation plan.

C. SELF ASSESSMENT OF PRACTICE AND THE PROFESSIONAL GROWTH PLAN

All Bargaining Unit Members are required to complete the "Self Assessment of Practice" form (Form I) prior to September 30 of each year. Utilizing insights gained from this self-assessment, the Bargaining Unit member will create a Professional Growth Plan (PGP) to enhance their ongoing professional development. This PGP may be developed by an individual Bargaining Unit Member or by a team of teachers who work together on the PGP. The PGP is for one year in length and is intended to ultimately result in improved student learning. The PGP is designed collaboratively with the Instructional Coach and must be approved by the Instructional Coach. Either the goal(s) of the PGP or the PGP itself may be modified collaboratively by the Bargaining Unit Member and Instructional Coach as needed. To the extent that the School determines that a modification is necessary but a collaborative solution is not timely reached between the Instructional Coach and the Bargaining Unit Member, the School shall have the right to modify the PGP. Self-reflection and collaboration between Bargaining Unit Members and/or

Instructional Coaches are essential elements for this professional growth experience. The PGP is to be used to promote improvement and not to evaluate.

D. FREQUENCY OF FORMAL OBSERVATIONS AND EVALUATIONS

Absent extraordinary circumstances, Novice and Associate bargaining unit members are to be formally observed and evaluated three times each school year. Professional and Master teachers are to be formally observed and evaluated at least twice annually during the “Formal Evaluation Year” and at least once annually during a “Self-Directed Professional Growth Plan” year, totaling at least three times in a two year period. Professional and master teachers may opt to participate in a “Self-Directed Professional Growth Year” on a bi-annual basis.

E. ADVANCE NOTICE OF FORMAL CLASSROOM OBSERVATION AND OBSERVATION PRE-CONFERENCE

The time and date of a minimum of two formal classroom observations of any School year shall be made known to the Bargaining Unit Member in advance. Prior to those observations, the Administrator and Bargaining Unit member shall meet for a pre-conference, the content of which shall be guided by the prompts contained on the “Formal Classroom Observation” form (Form F) and the Bargaining Unit Member’s lesson plan for the class.

F. OBSERVATION AND RECORDINGS OF TEACHERS' ACTIVITIES

No person or agency shall videotape or record classroom proceedings for evaluation purposes without the consent of the Bargaining Unit Member.

G. FORMAL CLASSROOM OBSERVATIONS FOR EVALUATION

When an Administrator visits a Bargaining Unit Member’s classroom for the purpose of observation for evaluation, the Administrator shall make his/her presence known to the Bargaining Unit Member upon entering the classroom or work area. Formal classroom observations are at least forty (40) minutes in length, unless otherwise stipulated in an MOU for courses/content areas with non-standard period lengths. Formal classroom observations shall commence at the beginning of a class period and end at a natural break in the observation. The Director shall complete at least one formal classroom observation and the Team Lead shall complete no more than one formal classroom observation in a school year.

H. POST OBSERVATION EVALUATION CONFERENCE

Following each formal classroom observation, the Administrator shall complete a written "Formal Observation Summary" (Form G) and the Bargaining Unit Member will complete a written "Lesson Reflection" (Form D). Both documents will be reviewed in the Post Observation Evaluation Conference. The Administrator will make a reasonable effort to hold the Post Observation Evaluation Conference within three days of the formal classroom observation. The Post Observation Evaluation Conference conversation is to be guided by the prompts included in the "Formal Classroom Observation" form (Form F). Both parties will sign the "Formal Observation Summary" form (Form G) and the Administrator shall provide the Bargaining Unit Member with a copy of the form.

I. INTERVENTION PLAN

Following each Post Observation Evaluation Conference, an Intervention Plan is required for:

1. Bargaining Unit Members who receive an "Unsatisfactory" in one or more domains of the *Danielson Evidence of Teaching Rubric*
2. Bargaining Unit Members who receive a "Basic" in one or more domains over two consecutive formal classroom observations

Bargaining Unit Members who receive a "Basic" in one or more domains or two or more "Unsatisfactory" ratings at the component level may request an Intervention Plan.

When a Bargaining Unit Member is placed on intervention status in accordance with Section I.1 or I.2 above, an Intervention Plan should be put into place within thirty days. This Intervention Plan shall address areas of concern, a schedule for continued observation and feedback, recommendations, and responsibilities for the Bargaining Unit Member and the School. As an additional resource, C-ACTS may provide a bargaining unit member with a consulting teacher to assist him/her by mentoring in the areas of concern to be addressed. Participants in the development of such an Intervention Plan will include the Bargaining Unit Member, evaluating Administrator, and the Instructional Coach. The Intervention Plan may be amended as necessary by the Administrator with notice to the Bargaining Unit Member. The written Intervention Plan should be dated and signed by all participants. If an Intervention Plan is triggered by I.1, one copy shall be placed in the Bargaining Unit Member's personnel file and one copy

sent to C-ACTS. The Intervention Plan is to be implemented for up to three months, depending on the circumstances in the School's judgment with notice to the Bargaining Unit Member.

J. CONSULTING TEACHER

1. A Bargaining Unit Member shall be eligible to work as a Consulting Teacher provided the Bargaining Unit Member meets the following criteria:
 - (a) Is a Bargaining Unit Member as defined by the parties' collective bargaining agreement;
 - (b) Has at least four years of teaching experience;
 - (c) Has reasonable familiarity with the grade level/subject area of the Bargaining Unit Member to whom s/he may serve as consultant; and,
 - (d) Has received a "Proficient or Distinguished" on his/her most recent evaluation in an applicable domain.

2. When a Consulting Teacher is requested and written notice of such is delivered to C-ACTS, the School agrees to provide C-ACTS with the current roster of all eligible Bargaining Unit Members. The roster is to include the discipline and/or qualified teaching area of each eligible teacher, based upon the criteria set forth above. C-ACTS shall then promptly choose at least five qualified teachers from that roster, or all such qualified teachers if less than five meet the criteria, and submit the list of such names to the School. The School will then select the Consulting Teacher from the roster submitted by C-ACTS. If C-ACTS fails to submit a roster within ten school days of receipt of request for such roster, the School may select any Consulting Teacher from the current roster. Any Bargaining Unit Member may decline to serve as a Consulting Teacher. To the extent possible, Consulting Teachers shall be selected on a rotating basis.

3. A Consulting Teacher shall receive release time (schedule to be worked out as part of any Intervention Plan or at the time the Consulting Teacher is selected) to perform his/her duty as a Consulting Teacher, but shall not be entitled to any additional compensation for such services.

4. The Consulting Teacher shall not be compelled by the School, any Bargaining Unit Member, or C-ACTS to participate in any dismissal hearing.

K. ANNUAL SUMMATIVE EVALUATION CONFERENCE

An Annual Summative Evaluation Conference will follow the final formal classroom observation of the year and will include feedback on performance based upon the formal classroom observations, self-directed professional growth work (if applicable) and the annual artifact review conference.

The School will make a reasonable effort to present the "Annual Summative Evaluation" (Form N) and conduct the Annual Summative Evaluation Conference by May 15. This conference shall be conducted by a School Administrator at the level of Assistant Director or above. The Bargaining Unit Member will receive a rating of "Exceeds," "Meets," or "Does Not Meet." At this conference, the Administrator's decision to recommend retention or dismissal shall be communicated. Information pertaining to how the ratings are applied to career band progression shall be communicated to the Bargaining Unit by the School's Human Capital Department.

The Annual Summative Evaluation Conference includes a discussion of the Bargaining Unit Member's performance relative to the four Domains of the Danielson Evidence of Teaching Framework. The Administrator should identify areas of strength and areas for further development in the Bargaining Unit Member's performance and recommend and provide help when appropriate.

After discussing the "Annual Summative Evaluation" (Form N), the Administrator and the Bargaining Unit Member will each date and sign the "Annual Summative Evaluation" (Form N). The signature of the Bargaining Unit Member does not necessarily indicate agreement with the "Annual Summative Evaluation" (Form N) or with any written evaluation observation or evaluation records, but rather is intended to indicate that the conference and discussion have been held and that the Bargaining Unit Member is in receipt of a copy of the "Annual Summative Evaluation" (Form N).

L. PERSONNEL FILE COPY

A copy of the following forms and any attached written rebuttal will be placed in the Bargaining Unit Member's personnel file:

- Form M: "Summary of Observations and Artifacts"
- Form N: "Annual Summative Evaluation"

M. EXTENUATING CIRCUMSTANCES

The parties agree that certain extenuating circumstances may require that the deadlines, goals and processes contemplated by this Evaluation process be altered, including as follows:

1. In the event of any emergency or safety concern, deadlines set forth in this Evaluation policy shall be extended provided that the party who misses a deadline provides prompt notice of its inability to meet the deadline and complies as promptly as circumstances allow.
2. The Bargaining Unit Member, C-ACTS and the School may waive any deadline set forth above without setting a precedent if they determine that such waiver will serve the interests of the parties involved.
3. In the event that any Bargaining Unit Member commits a serious act of misconduct or insubordination, the procedures set forth above may be suspended by the School if it determines that these procedures are not in the best interests of the School's mission and its students. Any such determination to suspend the procedures set forth in this Evaluation procedure must be promptly provided to C-ACTS and the Bargaining Unit Member in writing and shall be subject to the parties' grievance procedure in their collective bargaining agreement.

APPENDIX G: CAREER BAND PROGRESSION BASED ON THE DANIELSON EVALUATION MODEL

Placement for SY10-11 Teacher, Guidance Counselor	Domain Ratings	Duration
Novice	Does not meet criteria for placement in Associate	Two of three evaluations in SY 09-10
Associate	A minimum of four domain ratings "Proficient"	Two of three evaluations in SY 09-10
Professional	<ul style="list-style-type: none"> Two "Distinguished" ratings in a single domain One "Distinguished" rating in a different Domain (1-3) A minimum of "Proficient" in domain 4 (on summative evaluation) 	Over course of three evaluations in SY 09-10
Master	<ul style="list-style-type: none"> Two "Distinguished" ratings in domain 1 Two "Distinguished" ratings in domain 3 A minimum of "Proficient" in domain 4 (on summative evaluation) 	Over course of three evaluations in SY 09-10
Movement for SY11-12 Teacher, Guidance Counselor	Domain Ratings	Duration
Remain in Novice	Do not meet criteria for placement in Associate	Two of three evaluations in SY 10-11
Novice to Associate	A minimum of four domain ratings "Proficient"	Two of three evaluations in SY 10-11
Associate Yr 3 to Professional	<ul style="list-style-type: none"> Two "Distinguished" ratings in a single domain One "Distinguished" rating in a different Domain (1-3) A minimum of "Proficient" in domain 4 (on summative evaluation) 	Over course of three evaluations in SY 10-11
Associate Years 1 or 2 to Professional	<ul style="list-style-type: none"> Two "Distinguished" ratings in any single domain One "Distinguished" rating in a different Domain (1-3) A minimum of "Proficient" in domain 4 (on summative evaluation) 	Each year for two consecutive years Note: Distinguished ratings do not have to be in the same domains both years.
Professional Year 5 to Master	<ul style="list-style-type: none"> Two "Distinguished" ratings in domain 1 Two "Distinguished" ratings in domain 3 A minimum of "Proficient" in domain 4 (on summative evaluation) 	Over course of three evaluations in SY 10-11
Professional Years 1 through 4 to Master	<ul style="list-style-type: none"> Two "Distinguished" ratings in domain 1 Two "Distinguished" ratings in domain 3 A minimum of "Proficient" in domain 4 (on summative evaluation) 	Each year for two consecutive years

APPENDIX G: CAREER BAND PROGRESSION BASED (Continued)

Placement for SY10-11 Librarian and Social Worker	Domain Ratings	Duration
Associate	A minimum of four domain ratings "Proficient"	Two of three evaluations in SY 09-10
Professional	<ul style="list-style-type: none"> • Two "Distinguished" ratings in a single domain (1-4) • One "Distinguished" rating in a different domain (1-4) 	Over course of three evaluations in SY 09-10
Master	<ul style="list-style-type: none"> • Two "Distinguished" ratings in domain 1 • Two "Distinguished" ratings in domain 4 	Over course of three evaluations in SY 09-10
Movement for SY11-12 Librarian, Social Worker	Domain Ratings	Duration
Remain in Novice	Do not meet criteria for placement in Associate	Two of three evaluations in SY 10-11
Novice to Associate	A minimum of four domain ratings "Proficient"	Two of three evaluations in SY 10-11
Associate to Professional	<ul style="list-style-type: none"> • Two "Distinguished" ratings in a single domain (1-4) • One "Distinguished" rating in a different domain (1-4) 	Over course of three evaluations in SY 10-11
Professional to Master	<ul style="list-style-type: none"> • Two "Distinguished" ratings in domain 1 • Two "Distinguished" ratings in domain 4 	Each year for two consecutive years

Memoranda of Agreement
Between
Civitas Schools, LLC
And
The Civitas Federation of Teachers
Chicago Alliance of Charter Teachers and Staff, Local 4343, IFT-AFT/AFL-CIO

- A. The parties agree that the following summer school stipends shall apply for the remainder of the 2009-2012 collective bargaining agreement.
- One three-hour class, four weeks (20 days) in length: Teacher stipend: \$2250
 - One four-hour class, four weeks (20 days) in length: Teacher stipend: \$2850
- The agreement to take on a summer school class is strictly voluntary on the part of the teacher.
- B. The parties agree that in the event a teacher agrees to continue a coach or club moderator position will be given a \$100 bonus every consecutive year beyond the first year.
- C. The parties agree that any member who rated into ProYr5 for the 10-11 school year shall receive a 2.5% raise for the 11-12 school year, provided they did not have the evaluations necessary to place them into the Master band. If they do evaluate into the Master band, they will be placed into MasterYr1 step of the salary schedule. This does not apply to off-schedule members for whom Civitas and the Union have made other salary agreements.
- D. The parties agree that in the event a teacher agrees to cover a regularly scheduled additional class, such teacher shall be compensated at the hourly rate of:
- 1/6 of the daily rate of the annual salary at the Ralph Ellison Campus
 - 1/6 of the daily rate of the annual salary at North Town Academy
 - 1/8 of the daily rate of the annual salary at the Wrightwood Campus

An “additional class” is defined at the Ralph Ellison Campus as a sixth academic period in a work day, at the Northtown Academy as a seventh academic period in a work day, and at the Wrightwood campus shall be defined as a teacher who is required to teach a class in lieu of his or her 45 minute planning period.

The agreement to take on a regularly scheduled additional class is strictly voluntary on the part of the teacher.