COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

ALLIANCE OF PROGRESSIVE TEACHERS AT LATINO YOUTH
C-ACTS, LOCAL 4343
IFT -AFT / AFL-CIO

AND

PILSEN WELLNESS CENTER

2013 TO 2018
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ARTICLE I. RECOGNITION

1.1 Employer Defined
The employer shall be understood to be Pilsen Wellness Center which together with its members, managers, and administrative staff shall be referred to in this Agreement as "PWC" or the Employer.

1.2 Union Defined
The union shall be understood to be the Alliance of Progressive Teachers at Latino Youth, 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 APTLY or the "Union".

1.3 Recognition
Pilsen Wellness Center hereby recognizes the Chicago Alliance of Charter Teachers and Staff, Local 4343, IFT, AFT, AFL-CIO as the exclusive representative of the following bargaining unit for purposes of collective bargaining: All full-time and regular part-time teachers employed by Pilsen Wellness Center at the Latino Youth Alternative High School, currently located at 2001 South California Avenue, Chicago, Illinois, but excluding all other employees, managers, office clerical employees and guards, other professional employees and supervisors as defined by the National Labor Relations Act.
ARTICLE II. 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 Latino Youth High School who is included in the Bargaining Unit certified by the National Labor Relations Board (the “Board”) on May 1, 2013.

2.1.3 “Campus” means the Latino Youth High School campus currently located at 2001 South California Avenue, Chicago, Illinois. Such campus will not lose recognition in the event it is re-located or undergoes a name change.

2.1.4 “Principal” means the Principal of Latino Youth High School, or his or her designee.

2.1.5 “PWC” means the employer, Pilsen Wellness Center.

2.1.6 “Grievance” means any claim or dispute involving an interpretation or application of this Agreement by a Bargaining Unit Member, and/or APTLY that PWC is violating or has violated this Agreement during its Term.

2.1.7 “Instructional Day(s)” means any day(s) students are required to be present for Instruction.

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

2.1.9 “Parties” means APTLY, its Bargaining Unit Members and PWC.

2.1.10 “Probationary Period” means any Bargaining Unit Member’s first 90 days of employment.

2.1.11 “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.

2.1.12 “Union” means APTLY.

2.1.13 “LYHS” means Latino Youth High School.
2.1.14 "YCCS" means Youth Connection Charter Schools.

2.1.15 "CPS" means Chicago Public Schools.
ARTICLE III. VISION STATEMENT

3.1 Our mission is to encourage our students to discover and develop their empowerment for academic, social and emotional growth. The goal of Latino Youth High School staff is to create a foundation for life-long learning and to establish democratic educational practices that transform into positive community contributions.
ARTICLE IV. MANAGEMENT RIGHTS

4.1 All rights, powers, and authority of PWC to direct, manage, and control its business and operations are retained and reserved by PWC except as otherwise specifically modified by express provisions of this Agreement. For example, PWC expressly reserves the following rights and authority:

4.1.1 To determine the qualifications for employment with PWC;

4.1.2 To hire employees, assign and direct their work, discharge or otherwise discipline employees for cause, promote, demote, transfer, layoff and recall employees;

4.1.3 To promulgate reasonable work rules, policies, procedures and regulations;

4.1.4 To determine LYHS's mission, goals, program and curriculum design and methodologies of teaching and assessment for fulfilling them;

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

4.1.6 To establish educational policies with respect to admitting, educating students and student academic progress including, without limitation, methods for ensuring the rights and educational opportunities of all students;

4.1.7 To determine staffing patterns and design, including, as necessary, any decision to lay off or reduce its workforce except that PWC agrees to take into account performance evaluations in making any such layoff decisions;

4.1.8 To determine the number and types of Bargaining Unit Members and other personnel required;

4.1.9 To operate LYHS including moving or modifying facilities;

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

4.1.11 To contract with any third party for services related to substitute teaching including, without limitation, the procedures for obtaining such contract and the identity of the third party;
4.1.12 To determine class size, class staffing and assignment, class schedules, academic calendar year, hours and places of instruction and student assessment policies;

4.1.13 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

4.1.14 To take action on any matter in the event of an emergency (as such is deemed an emergency by PWC in its reasonable exercise of judgment).

4.2 The exercise of PWC's rights, powers, 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. The exercise of PWC's rights, powers, and authority to direct, manage, and control its business and operations is in no way meant to be limited by the above-listed rights and authority as the list is not exhaustive.

4.3 PWC shall have the right to make or change and enforce any reasonable work rule, policy or practice not inconsistent with this Agreement. The failure by PWC to exercise any of the rights as provided in this paragraph shall not be construed as a waiver of these rights.

4.4 PWC retains its right to amend, modify or rescind any work rule, policy and practice referred to in this Agreement in cases of an emergency (as such is deemed an emergency by PWC in its reasonable exercise of judgment) when there is a clear and present danger to the safety of any student, Bargaining Unit Member or other person, or when failure to act would result in a violation of applicable law or possible cessation of operation of the School.
ARTICLE V.  UNION RIGHTS

5.1 Union Access
PWC recognizes that authorized agents of the Union may need access to Bargaining Unit Members during non-instructional time within the instructional day. The Union recognizes the need for PWC to ensure that its school operates 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 the Union agree to follow PWC's visitor policies, including securing Principal (or designee) approval for any visit during the instructional day; in return, PWC agrees that authorized agents of the Union will not be unreasonably denied access to LYHS. Visits to the school during the instructional day shall not exceed one hour unless otherwise required by law.

5.1.1 Authorized agents of the Union may not be unreasonably denied access to the school outside of the instructional day during normal business hours. Union access as described herein shall comport with the policies and procedures set forth in PWC's Employee Handbook, including its safety policies and procedures.

5.2 Recruitment
The Employer shall provide the Union with a 30 minute opportunity to address new bargaining unit employees at a mutually agreeable time during the new hire orientation period, which shall be defined as the first two weeks of new hire employment.

5.3 Information Sharing
PWC will deliver electronically or in hard copy to the Union president or designee the following informational items: (a) any information that will affect the terms and conditions of Bargaining Unit Members of LYHS within a reasonable period of time after such information has been discussed either by the PWC Board of Directors or by the LYHS Advisory Board; and (b) the name, assignment and starting salary of any new Bargaining Unit Member within one week of employment.

5.4 Union Release Time
Union officials, as identified by the Union, shall have the right to utilize all or part of their lunch time and class planning period to conduct official Union business, so long as they notify the principal at least one (1) day in advance or upon principal approval. Use of any Union release time under this section must not interfere with PWC's mission or the work responsibilities of the Union official or any other employee. The principal has full discretion to limit the use of Union release time.
5.5 Union Leave Days
The Union shall be entitled to an annual (fiscal year) total of ten (10) work days of Union leave, without loss of pay or other leave days, for the purpose of conducting Union business, provided no more than three (3) employees shall be absent for such purpose on the same date and the Union reimburses PWC for the cost of substitutes for any days in excess of eight (8) if substitutes are hired for such days. The Union President shall notify the Principal, or designee, three (3) workdays prior to the use of any such days. Unused Union leave shall not accumulate from year to year. Union leave may be taken in one-half (1/2) day increments.

5.6 Union Communications
The Union may provide official Union notices and information to Bargaining Unit Members through employee mailboxes and Union bulletin board. As such, the Union guarantees appropriate and professional use of these tools of communication.

5.7 Dues Check off
Upon receipt of a written check off authorization from any Bargaining Unit Member, PWC 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.

5.7.1 No dues deductions 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.

5.7.2 The Union agrees to indemnify and hold PWC 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 PWC harmless shall include timely payment of any of its costs and attorneys' fees.
5.8 Committee on Political Education
Upon receipt of a written authorization from a Bargaining Unit Member, PWC 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.
ARTICLE VI. WORKING CONDITIONS

6.1 Notice of Assignment
All Bargaining Unit Members will receive notice of their assignment for the following school year by May 7. Assignment is contingent upon continued funding from supporting grants and contracts with the various state and private sources contracting with PWC.

6.2 Probationary/Orientation Period
Each new PWC Employee shall undergo a 90-day probationary/orientation period. This period of time is intended to allow the Employee the opportunity to demonstrate his/her ability to perform the responsibilities outlined in their job position description and to provide the immediate supervisor with an opportunity to assess the employee’s effectiveness in carrying out the functions of that position.
The designation of this time frame does not constitute an obligation on the part of PWC to retain the employee until the end of the period specified. An Employee may terminate the working relationship with PWC without cause. When resigning, an Employee is requested to submit his/her resignation in writing with two weeks advance notice.

6.3 Illinois Professional Educator License Expectations
All teaching staff hired without licensure are expected to complete the licensure process within one year of their hire date. Unlicensed teachers may request up to one year’s extension that must include a written plan to obtain licensure. A request for extension of time must be submitted in writing to the Principal, with a copy to the CEO. Nothing here will conflict with any YCCS or CPS requirement.

6.4 Personnel File
PWC agrees to comply with the Illinois Personnel Record Review Act (“PRRA”), to the extent not otherwise expressly provided below. Employee requests pursuant to the PRRA must be submitted in writing to the Director of the Human Resources Department of PWC. PWC shall grant no more than two (2) inspection requests by an Employee in a calendar year unless said inspection relates to a current grievance or discipline case. A Bargaining Unit Member who is involved in a current grievance against PWC may designate in writing a representative of the Union or collective bargaining unit or other representative to inspect the Employee’s personnel record which may have a bearing on the resolution of the grievance, except where limited by the PRRA. All personnel records shall be maintained at PWC’s administrative office.

6.5 Class size
On average the School is to maintain a campus staffing ratio not to exceed twenty-seven (27) students to one full-time classroom teacher. The maximum number of
students does not apply for the first six (6) weeks of classes at each semester. If, due to unforeseeable events, the class size exceeds 27, LYHS agrees to pay employees at the rate of one dollar ($1.00) per student per day for every student over 27 in each class.

6.6 Work Year
Bargaining Unit Members' school year is to consist of two hundred fourteen (214) days which include one hundred seventy-nine (179) days of instruction, ten (10) days of winter break, five (5) days of spring break, ten (10) paid holidays, five (5) days prior to first day of official start, two (2) days after the last day of students' attendance, and three (3) professional development/teacher institute days. The length of the work year is subject to change and may be increased as necessary to meet Illinois State Board of Education (ISBE) or Chicago Public School (CPS) requirements from year to year.

6.7 Work Day
The standard work day for all full-time Bargaining Unit Members shall be no less than an average of seven and one-half (7.5) work hours per day as verified in the Attendance on Demand system. The number of work hours required for full pay each pay period shall be calculated by multiplying the average number of required hours by the number of work days that pay period (i.e., 7.5 hours x 10 work days = 75 hours). Work hours cannot be carried over to any subsequent pay period. Bargaining Unit Members shall not leave the school during assigned instructional time. Bargaining Unit Members who arrive prior to 8:00 am may clock in upon arrival, with the understanding that they may not leave prior to students' end time unless taking administrative or sick leave time. There is an expectation that Bargaining Unit Members should arrive at least twenty (20) minutes before the start of first period, but in no event shall arrive later than ten (10) minutes prior to the start of first period. Bargaining Unit members are expected to be reasonably available for students or administration following student dismissal. LYHS Administration reserves the right to schedule meetings between the hours of 8:00 am and 4:00 pm. If a Bargaining Unit Member will not be available for a meeting for any length of time between the hours of 8:00 am and 4:00 pm, s/he must notify the principal as far in advance as possible.

6.8 Lunch
During full instruction days, all Bargaining Unit Members will receive a lunch break at least thirty (30) minutes long, 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. During early release instruction days, all Bargaining Unit Members will receive one hour for lunch. Teachers shall not be required to punch in and out for the lunch period; however, teachers who intend to leave the building during their lunch shall sign out and sign in upon their return.
6.9 Teaching Load
Bargaining Unit Members at LYHS shall not have a schedule of direct student contact time that exceeds two hundred eighty (280) minutes. Bargaining Unit Members will be given no more than two (2) subject preps (a prep is defined as the work required to prepare for a class that is unique in content or curriculum).

6.10 Planning Period
During full instruction days, all Bargaining Unit Members shall have a scheduled planning period of not less than the shortest regular class period for that day that shall be used for classroom and instructional preparation. This planning period is part of the standard work day.

6.11 Internal Substituting
Internal substitution is defined as one Bargaining Unit Member covering a class or duty for another Bargaining Unit Member at LYHS in lieu of a planning or lunch period. Bargaining Unit Member shall be required to perform internal substitution on an emergency basis only. An emergency shall be defined as a work day or class period for which the responsible Bargaining Unit Member is absent, failed to give PWC reasonable notice, and PWC is unable to obtain a substitute teacher. No Bargaining Unit Member shall be required to perform internal substitution more than two (2) periods per month. Whenever a Bargaining Unit Member is required or volunteers to perform internal substitution, s/he shall fill out a timesheet and be compensated on the next pay period at a rate of eighteen dollars ($18.00) per period. A period is agreed to be no more than one (1) hour in length.
ARTICLE VII. LEAVE

7.1 Sick Leave
All full time Bargaining Unit Members will earn, for personal illness or medical appointments, sick leave with pay not to exceed seven (7) working days in any one school year. Sick leave is a benefit to be used only in the case of actual sickness or injury of a bargaining unit member or immediate family member which prohibits the bargaining unit member from performing his/her duties. Sick leave is accrued based on a bargaining unit member’s regularly scheduled hours of work during the first seven (7) months of each school year. Sick leave begins to accrue on the date of hire, but is not available for use by Bargaining Unit Members during the three (3) month probationary period after initial hire. Full time Bargaining Unit Members accrue sick leave at the rate of one half (1/2) day each pay period for the first fourteen (14) pay periods of the work year. No additional sick time will accrue during the last six (6) pay periods of the work year. Bargaining Unit Members may carry a maximum of three (3) unused accrued sick leave days forward into the next academic school year. All other unused accrued sick leave days will be tracked from year to year and will be reported to the Chicago Teachers’ Pension Fund for credit as service days upon retirement or separation from LYHS. Absence for health reasons which may be anticipated (such as planned surgery), should be discussed as far in advance as possible with the principal. Any abuse of the sick leave policy may result in disciplinary action, up to and including discharge. No payment will be made for any unused accrued sick leave when a Bargaining Unit Member separates from LYHS.

7.2 Administrative Leave
PWC will provide each Bargaining Unit Member with three paid administrative leave days to be awarded at the start of each school year. These days are not intended as vacation days, but are intended for use to tend to business and personal matters. Bargaining Unit Members must seek approval in advance from his or her principal before taking a paid administrative leave. Request must be made, in writing, as far in advance as possible, and when possible one week before the leave is to start. In the event an administrative leave day is requested pursuant to a personal emergency, the request must be made to the principal no later than 6:00 a.m. on the day requested. Administrative leave days may not be carried over from year to year, but will be tracked and reported to the Chicago Teachers’ Pension fund for credit as service days upon retirement or separation from LYHS. No payment will be made for any unused administrative leave days when a Bargaining Unit Member separates from LYHS.

7.3 Professional Leave
In instances where the LYHS principal or appropriate administrator approves professional development for Bargaining Unit Members which occurs during the work
day and requires the Member's absence from job duties, such time shall not be
deducted from that Member's accrued sick or personal time.

7.4  Family and Medical Leave
PWC provides family and medical leave in accordance with the requirements of the Family
Medical Leave Act (FMLA). The FMLA provides a means for eligible Bargaining Unit
Members to balance their work and family responsibilities by taking unpaid leave for certain
reasons for up to twelve weeks in a twelve month period of Employment. Specific provisions
govern the use of FMLA, including, e.g., the use of Military family leave, medical certification
and notification requirements. Detailed information regarding the FMLA will be provided upon
request.

7.5  Bereavement Leave
PWC provides Bargaining Unit Members with paid leave due to the death of a member of the
Bargaining Unit Member's immediate family which is defined as the Bargaining Unit
Member's spouse, domestic partner, parent, adoptive parent, child, step-child, foster child,
sibling, grandparent or grandchild. The Bargaining Unit Member may receive up to three (3)
days of paid leave per bereavement event. In the event of exceptional loss or need,
administrative leave days may be used in addition to the three (3) bereavement days. This
arrangement requires the mutual agreement of the Bargaining Unit Member and the
President/CEO.

7.6  Unpaid Leave
PWC may provide Bargaining Unit Members with leave without pay for extenuating
circumstances that are not covered by the FMLA. The President/CEO has the discretion to
grant or deny a Bargaining Unit Members' written request for unpaid leave. All accrued paid
leave must be exhausted prior to the start of unpaid leave. Although it will endeavor to do so
PWC cannot guarantee that Bargaining Unit Members will be returned to the same or equal job
they had prior to their unpaid leave.

7.7  Civic and Jury Duty
PWC provides Bargaining Unit Members with paid leave to report for jury duty or for a-court
appearance in response to an official summons or subpoena. The Bargaining Unit Member
must provide proof of the days of jury service to obtain this benefit.

7.8  Inclement Weather Leave
PWC provides Bargaining Unit Members with unpaid leave due to inclement weather. Such
leave is available when LYHS does not close due to inclement weather, but the community
college nearest a Bargaining Unit Member's home closes due to inclement weather and the
Bargaining Unit Member determines that the travel from home to work is hazardous, precluding
his or her ability to report to work. The request for Inclement Weather Leave must be made to
the principal no later than 6:00 a.m. that morning. Such request must be accompanied by proof
of community college closure due to inclement weather. Failure to do so will constitute an unexcused absence which may result in disciplinary action, up to and including discharge.

7.9 Voting Leave
All Bargaining Unit Members may use non-instructional time during the work day, up to a maximum of two (2) hours, without loss of pay for the purpose of voting at any statewide general election or any election for a member of Congress. This excludes City Elections. It is the Bargaining Unit Member's responsibility to Inform, in advance of the Election Day, the Principal of his/her desire to take voting leave.

7.10 Military Leave
Military Leave without pay will be granted upon request to all non-temporary - employees. PWC will comply with all state, federal and local statutes with regard to their- employment rights of employees on Military Leave.
ARTICLE VIII. PARTICIPATORY COMMITTEES

8.1 Teacher Participation
The Parties agree that participatory leadership through workplace collaboration is an essential practice in excellent schools. The School is committed to ensuring teacher participation in discussions that impact its students and learning community.

8.2 Committee Membership
Commencing in the 2014-2015 academic school year, two participatory committees will be established at LYHS. Each committee will be comprised of a minimum of one Bargaining Unit Member (selected by APTLY) and one administrator chosen by PWC. No committee shall consist of more than three members of either Party. The committees will meet during non-instructional hours of the regular school day, outside the regular school day, and in the summer as needed, and will meet no less than once per quarter during the school year.

8.3 Stipended Committee Work
When committees meet outside of the regular school year or work day, PWC will pay a stipend of twenty dollars ($20.00) per Bargaining Unit Member in attendance, at a rate not to exceed one stipend per committee member per quarter. No Bargaining Unit Member will be required to meet more than once per quarter outside the work day.

8.4 Committee Issues Defined
Each committee will deal with the following issues, with the understanding that additional issues may arise and be assigned to a committee upon mutual agreement of PWC and APTLY:

8.4.1 Student Development Committee: Will make recommendations as to matters involving: academics, emotional well-being, discipline, culture (including social events, field trips, teams, prom, and graduation), clubs and work formerly done by the student assistance program. The Student Development Committee shall make no recommendation in conflict with any YCCS or CPS requirements.

8.4.2 School Development Committee: Will make recommendations as to matters involving: professional development, bell schedule, SIPPA, and curriculum development (including horizontal and vertical integration, common planning time and department meetings). The School Development Committee shall make no recommendation in conflict with any YCCS or CPS requirements.
ARTICLE IX. SAFETY

9.1 Environment
PWC believes in and encourages safety as its top priority. As such, PWC is committed to ensuring a safe and health work environment for all of its employees.

9.2 Written Reports
Bargaining Unit Members are responsible for reporting in writing to their Principal, or any other member of the administrative team, any allegedly unsafe circumstance, situation or event, including any injury, as soon as possible. All employees are expected to use good judgment and common sense in matters of safety, to observe posted safety rules, and to follow OSHA and state and local safety regulations. The parties agree that some incidences do not require a written report and that employees in consultation with administration will use best judgment for each event.

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

9.4 Assault
Bargaining Unit Members shall report as soon as feasible any instance of assault suffered in connection with their employment to the Principal or other member of the administrative team. Consistent with its legal obligations under applicable laws, PWC 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 Student Code of Conduct
PWC shall enforce all applicable student codes of conduct, including when a student threatens the safety of a Bargaining Unit Member. Bargaining Unit Members are required to read the Latino Youth High School Policy and Procedures Manual and the PWC Emergency Procedures and sign an Acknowledgement Statement.
ARTICLE X. TEACHER EVALUATION

10.1 Preamble
APPLY and PWC expect effective teaching in every classroom every day. Effective teaching requires an effective and targeted program of professional development. The evaluation process supports and advances this standard. In order for teachers to continuously improve, the evaluation process requires an environment of trust and collaboration. There may come times in a career, especially as a novice, when a teacher needs extra support to deliver effective teaching consistently. The evaluation process will identify a remediation program of supports for that teacher. If a teacher does not attain effective teaching after a fair remediation process, then he or she should be asked to leave. Consecutive remediation plans could be grounds for disciplinary action, up to and including termination.

10.2 Collaborative Process
In order for the evaluation process to meet the needs of all teachers, the rubric used, the calendar of observations, the professional development opportunities provided, the remediation programs, and the reflective components must be the result of collaboration amongst teachers and administrators.

10.3 Global Parameters of Evaluation for all Teachers at Latino Youth High School

10.3.1 Timeline: The evaluation process, paperwork and timeline will be presented to faculty in the fall of each year with a goal date of “no later than” October 15. Evaluation documents presented in the fall will not change during that school year unless recommended by an Evaluation Committee and approved by the PWC President & CEO. The Evaluation Committee shall be overseen by the LYHS principal and comprised each year of an equal number of teachers and other administrators, not to exceed three (3) of each.

10.3.2 Evaluation Committee: The evaluation committee shall meet over the summer and during the school year, as needed, during non-instructional time. The Evaluation Committee’s work will include making recommendations to the PWC President & CEO regarding the school-wide professional growth plan for the coming year, the forms used for observations, the scoring process for all forms used, and the scoring of the summative evaluation process itself. The Evaluation Committee shall be collaborative in nature with the understanding that the LYHS principal shall cast the deciding vote if all committee members are unable to come to a consensus. The LYHS principal shall present all committee recommendations to the PWC President & CEO who will then make all final decisions.
10.3.3 Principal Role: The principal shall be the official evaluator of all teachers and shall make the summative evaluation.

10.3.4 Summative Evaluation: Measures to be used within the summative evaluation include but are not limited to:

   (a) Formal observations conducted by the principal in accordance with the cycles described below.

   (b) Informal "drop-in" observations as described below.

10.3.5 Signature: All documents requiring a signature of the teacher shall be understood to mean that the teacher has received such documents, and not to indicate agreement of the ratings or comments contained therein.

10.3.6 Conference Request: A teacher who is not satisfied with or who disagrees with comments or ratings within the evaluation may request a conference with the principal to discuss such issues within five (5) work days from receipt of the written evaluation. The principal will honor all such requests for a conference and will meet with the teacher within ten (10) work days of the request. Additionally or exclusively, a teacher who is not satisfied with or who disagrees with comments or ratings within the evaluation may make a written attachment of information, dissent, or explanation. The principal shall have the authority to make additions, corrections, or deletions to the evaluation based upon such meetings and/or additional information provided by the teacher.

10.3.7 Year-end Revisions: The evaluation committee shall meet at the end of each school year to decide whether revisions should be made to the evaluation process for the next school year.

10.4 Initial Year Teacher Evaluation Cycle

10.4.1 Frequency: Initial year teachers shall be formally observed once each semester.

10.4.2 Structure: Formal observations are announced at least five (5) work days before they occur and shall consist of a pre-conference questionnaire, followed by an observation of not less than the full class period and post-observation conference to be held within ten (10) work days of the observation.

10.4.3 Feedback: Initial year faculty will be given a "post-conference feedback form" at the post-observation conference. Artifacts that show evidence of teacher work such as lesson plans, assessments, assignments, or handouts, will be collected at this conference.
10.4.4 Drop-Ins: The summative evaluation will also be informed by shorter informal unannounced observations called “drop-ins”. Drop-ins are conducted by the principal. If information from a drop in visit is to be used to complete a summative evaluation, a “drop-in feedback form” shall be given to the teacher within five (5) work days of a drop-in observation.

10.4.5 Timeline: The first semester summative evaluation will be given to the initial year teacher no later than January 15. Before May 7 of each year, initial teachers shall be given the second summative evaluation.

10.5 Second and Subsequent Year Teacher Evaluation Cycle

10.5.1 Frequency: Second and subsequent year teachers shall be formally observed and given a summative evaluation once per year.

10.5.2 Structure: Formal observations are announced and shall consist of a pre-conference questionnaire, followed by an observation of not less than the full class period and post-observation conference to be held within ten (10) work days of the observation. Forms used for these conferences shall be the same as used in the initial year teacher process. Artifacts that show evidence of teacher work such as lesson plans, assessments, assignments, or handouts, will be collected at the post-observation conference.

10.5.3 Drop-Ins: The summative evaluation will also be informed by shorter informal unannounced observations called “drop-ins”. Drop-ins are conducted by the principal. If information from a drop-in visit is to be used to complete a summative evaluation, a “drop-in feedback form” shall be given to the teacher within five (5) work days of a drop-in observation.

10.5.4 Timeline: Before May 7 of each year, second and subsequent year teachers shall be given the summative evaluation.

10.6 School Professional Growth Plan

10.6.1 Plan Development: Each spring, LYHS Administration shall develop, in consultation with the teachers, a school professional growth plan to be followed by all faculty at LYHS for the coming year. LYHS Administration will take YCCS and CPS standards into consideration when developing the school professional growth plan.

10.6.2 Plan Components: The school professional growth plan shall be a one year plan with specific activities, goals, benchmarks, and outcomes, and will include appropriate professional development throughout the year needed to accomplish the goals and outcomes of the plan. LYHS Administration will
attempt to provide sufficient professional development opportunities for teachers to obtain professional development credits to maintain their licenses, but each teacher will be personally responsible for meeting his/her professional development hours requirement.

10.6.3 Feedback Meetings: After the school professional growth plan is in place, the principal will commit to meeting with the teachers as a group at least once during the year for feedback on the plan and the associated professional development.

10.6.4 Plan Evaluation: The professional growth plan will be considered when reviewing and revising the evaluation process.

10.7 Remediation Plan Process:

10.7.1 Placement: A teacher who is rated on a summative evaluation as less than satisfactory shall be placed on a remediation plan.

10.7.2 Plan Development: The remediation plan shall be developed by the principal, in consultation with the teacher.

10.7.3 Plan Components: The remediation plan shall specifically identify, in writing, the areas for improvement with targeted outcomes and/or activities that must be completed in order to address such areas.

10.7.4 Mentor Assignment: The parties agree that it is best practice and within the best interests of a successful remediation plan that a teacher on remediation have access to an instructional coach. If no instructional coach is available, the LYHS principal will assign a teacher mentor of his choosing. A teacher on a remediation plan will have access to the instructional coach or teacher mentor who will help to address the areas of improvement. The remedial teacher and the instructional coach or teacher mentor will be given common time during the workday during non-instructional time in order to work together. In addition, the remedial teacher can choose to use his/her planning period to observe other teachers at Latino Youth High School if the teacher and principal believe this would be beneficial to success in the remediation plan.

10.7.5 Plan Length and Observations: The remediation period shall be six (6) work weeks in length for first year teachers and four (4) work weeks in length for returning teachers; such length may be adjusted by the principal, upon discussion with the teacher as to the basis for such adjustment. The teacher in remediation shall be formally observed at least once during the remediation period. Drop-in observations may also be implemented. The LYHS principal may also receive input from the instructional coach or teacher mentor assigned
to the remedial teacher. If information provided by the instructional coach or teacher mentor is to be used on the summative evaluation, a feedback form with the information to be used shall be provided to the teacher within five (5) work days of the observation.

10.7.6 Summative Evaluation: Returning teachers whose initial non-extended remediation plan will extend beyond the end of the school year will be given an additional evaluation prior to the end of the school year for the purpose of determining sufficient growth for placement on the vertical pay scale.

10.7.7 Recommendations: At the end of the remediation period, the remedial teacher shall receive a summative evaluation. If at the end of the remediation period the teacher does not meet the objectives set forth in the remediation plan, as indicated in the summative evaluation, the teacher shall be deemed to have not remediated. At which point, the principal may choose to: (1) extend the remediation plan period for the purpose of providing the teacher further opportunity to remediate prior to recommendation for release, or (2) recommend to the CEO that the teacher be released from service.
ARTICLE XI. JUST CAUSE AND PROGRESSIVE DISCIPLINE

11.1 Just Cause
No employee may be disciplined without just cause. Generally, discipline for the same type of infraction shall be progressive in nature and follow these steps:

   Step one:  Verbal warning (with written summary)
   Step two:  Written warning
   Step three: Suspension(s) with or without pay
   Step four:  Dismissal

11.2 Skipped Steps
In cases where an Employee engages in serious misconduct, any of these steps up to step three may be skipped at the determination of the Principal, provided that just cause for the discipline imposed is established. All discipline beyond step three shall occur only with approval of the Chief Executive Officer of Pilsen Wellness Center.

11.3 Suspension
Suspension with pay may be implemented before an investigation is completed if it is in the best interest or for the safety of the students, employees, or agency. Such suspension may be converted to “without pay” once the investigation is concluded and a determination of cause warranting suspension without pay is evident.

11.4 Due Process
No discipline shall be issued until the employee is given due process. Due process shall generally mean that the employee is apprised of the alleged act which has led to an investigation, and is given an opportunity to respond to the charges before a final determination is made.
ARTICLE XII. GRIEVANCE PROCEDURE

12.1 Preamble
Effective schools are characterized by transparency, openness and fluid communication. The healthy development of LYHS necessitates active input from all stakeholders in our learning communities, including ideas, feedback, suggestions, and good-faith criticism and complaints regarding LYHS or its Bargaining Unit Members. The Parties are committed to ensuring that conflict results in productive outcomes that benefit our students, Bargaining Unit Members, LYHS and the communities it serves.

12.2 Purpose
The primary purpose of this procedure is to secure the lowest level possible equitable solution to the problem of the parties through a professional approach.

12.3 Grievance - Defined
A “grievance” shall mean any complaint or dispute between PWC 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. A Bargaining Unit Member or the Union may file a grievance.

12.4 Process - Informal Conference
Prior to the filing of a grievance, the Bargaining Unit Member (with a Union representative if so desired) shall pursue an informal, professional approach with the objective of resolving the matter informally with the Principal.

12.5 Procedure for Adjustment of Grievance
12.5.1 Step 1— Principal: In the event the matter is not resolved informally, the problem shall be stated in writing and submitted as a grievance to the Principal within ten (10) working days following the act or condition which is the basis of the grievance or within ten (10) working days following the date by which the member or Union should have reasonably known of the act or condition giving rise to the grievance or within ten (10) working days of the Informal Conference.

Within ten (10) working days after receiving the grievance, the Principal shall hold a formal conference (with a Union representative if so desired by the employee).

A written memo stating the Principal’s decision, together with the supporting reasons, shall be furnished with one (1) copy to the Bargaining Unit Member, if any, who lodged the grievance, and one (1) copy to the Union representative.
This decision shall be given within ten (10) working days of the formal conference.

12.5.2 Step 2—Chief Executive Level: Within ten (10) working days after receiving the decision of the Principal, a further grievance appeal from the decision may be made to the Chief Executive Officer of Pilsen Wellness Center or, at his designation, a senior member of the management team. The appeal shall be in writing and shall set forth specifically the act or conditions and the grounds on which the grievance is based and shall be accompanied by a copy of the decision at Step 1.

The CEO shall meet with a view to arriving at a solution to the grievance. Participants in this conference shall be those who participated in Step 1 and shall occur within ten (10) working days of receipt of the appeal. Within ten (10) working days after the meeting, the CEO shall communicate his/her decision, in writing, together with supporting reasons, to the Principal, to the grievant, and to the Union representative.

At this point, the parties may jointly agree to request mediation services from the Federal Mediation and Conciliation Service prior to arbitration.

12.5.3 Step 3—Arbitration: If the Union is not satisfied with the CEO’s decision, the Union may refer the grievance to binding arbitration within thirty (30) working days after receiving the CEO decision at Step 2 or within thirty (30) working days of the conclusion of any mediation services provided to the parties. If the Union refers a grievance in timely fashion to arbitration, the following provisions shall be applicable:

The parties shall request that the Federal Mediation & Conciliation Service provide a panel of Arbitrators. The parties may alternately select an agreed upon arbitrator without the use of the Federal Mediation & Conciliation Service. 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.

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 1-2 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, she/he 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 PWC, the
Union and the Bargaining Unit Member(s).

The fees and expenses of the arbitrator shall be divided equally between PWC
and the Union; provided, however, that each party shall be responsible for
compensating its own representatives and witnesses.

12.6 General Provisions

12.6.1 School Hours: In all steps of the process, when it becomes necessary for
individuals to be involved during school hours, they shall be excused with pay for
that purpose. In pursuing the grievance resolution process, all parties shall
present all known relevant information at the lowest possible level of the process.

12.6.2 Union Representation: No Bargaining Unit Member at any stage of the
formal grievance process shall be required to meet with an administrator without
Union representation.

12.6.3 Principal Involvement: If a grievance arises involving the principal of the
school, the Union may present such grievance at Step 2, the Chief Executive
level of the grievance process.

12.6.4 Time Limits: Failure at any step of this procedure to appeal a grievance to
the next step within the specified time limits shall be deemed an acceptance of
the decision rendered at that step. Failure at any step of this procedure to
communicate the decision on a grievance within the specified time limits shall
permit the appealing party to proceed to the next step.

12.6.5 Time Limit Extension: The time limits specified in this procedure may be
extended in any specific instance by mutual agreement in writing. No reasonable
request will be denied by either party. During the school year, work days shall be
interpreted to mean days when the Bargaining Unit Members are required to be
at school. Over the summer months, work days shall be defined as days when
PWC is open. The parties will work to schedule grievance timelines as not to
interfere with any employee’s prior scheduled days off.
ARTICLE XIII. SALARY AND BENEFITS

13.1 Salary

13.1.1 Wage Adjustment: A wage adjustment will be applied to all returning teachers who were employed in the 2013-2014 school year. Such adjustment will be used to move current teachers to the appropriate horizontal and vertical placement on the salary schedule. The wage adjustment shall be retroactive to the first pay period of the 2013-2014 school year. All teachers will be advised of their lane and step placement on the salary schedule for the 2013-2014 school year.

13.1.2 One-Time Distribution: PWC shall also provide an additional ten thousand dollars ($10,000) to be divided equally among all Bargaining Unit Members employed during the 2013-2014 school year and paid out as a one-time distribution during the 2013-2014 school year. The one-time distribution shall be added to Bargaining Unit Members’ regularly scheduled paychecks during the time period ranging from May 15 to July 15 and will be considered regular salary.

13.1.3 Subsequent Years: For the 2014-2015, 2015-2016, 2016-2017, and 2017-2018 school years, compensation will be made in accordance with the salary schedules found in Appendix A.

13.1.4 Horizontal Placement: Horizontal placement on the salary schedule shall be as follows:

(a) Lane I shall consist of teachers holding a bachelor’s degree without Illinois teaching license.

(b) Lane II shall consist of teachers holding a bachelor’s degree with Illinois teaching license.

(c) Lane III shall consist of teachers holding a master’s degree with Illinois teaching license.

Movement from Lane I to Lane II to Lane III may be approved upon completion of state licensure or a master’s degree by submitting transcripts to Personnel. Compensation associated with Lane movement shall go into effect at the beginning of the next pay period, but never later than two (2) weeks following receipt by Human Resources of the diploma or license verification.

13.1.5 Vertical Placement: The vertical placement on the salary schedule indicates an individual’s position on the vertical scale and does not necessarily reflect a teacher’s years of experience. Vertical movement on the salary schedule
is not automatic and teachers in remediation with a less than satisfactory
evaluation at the end of the school year will not be eligible for vertical movement.
Teachers with a satisfactory or better evaluation at the end of the school year will
move one step on the vertical scale in the next school year.

13.2 Benefits - Medical, Dental, Life Insurance, Pension

13.2.1 Benefit Continuation: For eligible Bargaining Unit Members who elect to participate in the PWC benefits plan, which plan remains subject to all the terms and conditions of the plan documents, Bargaining Unit Members will continue with medical, dental, life insurance, and CTPF funding they received during the 2013-2014 school year.

13.2.2 Health Insurance Premiums: Employee contributions for health insurance will remain at the same dollar amount as indicated in Appendix B unless there is a premium increase of greater than five percent (5%) as explained in 13.2.3 below. As the insurance premium charged to PWC changes from year to year, the percentage of employer and employee contributions shall vary; provided, however, that Bargaining Unit Members will never pay more than thirty percent (30%) or less than twenty-two percent (22%) of the cost of health insurance.

13.2.3 Premium Increases: PWC will absorb all premium increases that are less than or equal to five percent (5%) of the total premium cost for PWC. If insurance premiums increase more than five percent (5%), PWC reserves the right to recalculate the employee contribution dollar amount. Any change in employee contribution amount will be communicated with Bargaining Unit Members in a timely manner.

13.2.4 Dental and Life Insurance: PWC will continue to cover 100% of the cost of dental and life insurance for all eligible Bargaining Unit Members.

13.2.5 Pension Fund Contribution: PWC will contribute 2.8% of certified Bargaining Unit Members’ salaries as the employer contribution to the Chicago Teachers’ Pension Fund. Certified Bargaining Unit Members will contribute 6.2% of their salary as the employee contribution.
ARTICLE XIV. LAYOFF AND RECALL PROVISIONS

14.1 Reduction in Force
In the event that a decision is made to reduce the number of employees employed at PWC, those teachers who will not be renewed will be honorably dismissed. Taking into account specific teaching needs determined by PWC's assessment of student needs, scheduling demands and subject matter needs, reduction in force decisions will be made based upon a holistic look at job performance, specialty/certification and seniority, with job performance being a primary consideration.

14.2 Recall List
Teachers who have good or better performance ratings shall be, upon request, put on a recall list for fifteen (15) months from the date of layoff. Recall order shall be based upon a holistic look at job performance, specialty/certification and seniority with job performance being a primary consideration. Probationary teachers who are recalled shall continue on probationary status until that status is completed.

14.3 Other Members
Honorably discharged teachers whose most recent performance rating is described as below good may be invited to return or many be invited to the interview process for remaining open positions after all teachers on the recall list have been recalled.
ARTICLE XV. LEGAL AND TECHNICAL CLAUSES

15.1 Non-Discrimination Clause
In accordance with applicable federal and state law, neither the Union nor any officer or employee of PWC, in its recruitment programs, hiring practices, dismissal procedures, or in any other relationship, shall discriminate against any person on the basis of race, religion, color, sex, sexual orientation, marital status, age, handicap, disability, veteran status, or national origin. Educators shall be free to join or not to join any organization representing Educators without interference or penalty.

15.2 Successor Clause
PWC will only assign this agreement during its Term to any party who agrees to honor the terms and conditions of this Agreement during its Term.

15.3 No Strike/Lockout
Neither the Union nor any employee shall call, engage in or authorize a strike during the term of this Agreement. PWC shall not lock out any employees covered by this Agreement during the term of this Agreement.

15.4 Good Faith
The parties agree that their duly designated representatives shall negotiate in good faith with respect to wages, hours and terms of employment. Each party shall select its own representatives.

15.5 Savings Clause
Should any article, section, or clause of this Agreement be contrary to law or declared illegal by a court of competent jurisdiction, said article, section, or clause as the case may be, shall automatically be deleted from this Agreement to the extent that it has violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section or clause.

15.6 Reopener
Upon mutual agreement of APTLY and PWC, 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.

15.7 Duration
This Agreement shall become effective upon ratification by the Board and the Union and shall continue in effect until the day prior to the start of the 2018-2019 school term.
WHEREAS, the Parties have executed this Agreement this ___ day of ____, 2014.

Pilsen Wellness Center
BY:
ITS: President and CEO

Alliance of Progressive Teachers at Latino Youth
BY:
ITS: President
## Appendix A – Salary Schedules

### 2014-2015

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Appendix A – Salary Schedules

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## Appendix A – Salary Schedules

### 2016-2017

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Appendix A – Salary Schedules

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