AGREEMENT

BETWEEN THE

INSTITUTO DEL PROGRESO LATINO

CHICAGO, ILLINOIS

AND THE

RUDY LOZANO ALLIANCE OF SOCIAL JUSTICE EDUCATORS

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

2015-2018
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ARTICLE I - COLLABORATIVE RELATIONSHIP

The parties agree to uphold the following values, with a core focus on student achievement and empowerment, as they work through and exist in a collective bargaining relationship with an emphasis on restorative justice practices.

The Mission and Vision of Instituto Justice and Leadership Academy (IJLA)

Instituto Justice and Leadership Academy is dedicated to the principle that education is liberation. IJLA’s mission as a learning community is to engage students in a rigorous and social justice inspired program driven by a student centered environment. IJLA will cultivate a safe environment that promotes critical reflection so that students may act upon and transform themselves and the world around them.

The Mission and Vision of Instituto del Progreso Latino (INSTITUTO)

Belief Statement: Founded in 1977 as a private not for profit corporation, Instituto del Progreso Latino (Instituto) believes education is the power and freedom to enjoy the best of what this country has to offer. It is the power to provide for our families and ensure a better quality of life.

Mission Statement: Instituto contributes to the fullest development of Latino immigrants and their families through education, training and employment that fosters full participation in the changing United States society while preserving cultural dignity and identity.

Vision Statement: Instituto is a recognized leader reaching every Latino family in the Chicago metropolitan area where participants are proactive agents of change in their communities and have secure economic futures in an environment that recognizes and values everybody’s uniqueness and cultivates their growth.

ARTICLE II – DEFINITIONS

The following definitions shall apply to this contract:

1. "Agreement" means this collective bargaining agreement.

2. "Bargaining Unit Member" means any employee of INSTITUTO who is included in the Bargaining Unit certified by the Illinois Educational Labor Relations Board on April 12, 2011 and agreed upon by the parties on January 9th, 2015. For the purpose of this contract, “Educator” is also considered a Bargaining Unit Member.

3. “Educator” means all adults in the school who contribute to the well-being of the students. Educators include teachers, counselors, registrars, recruiters, receptionist or social worker. The term Educator is used interchangeably with Bargaining Unit Member in this Agreement.

4. “Teacher” means a Bargaining Unit Member employed as a teacher.
5. “Non-Teacher Educator” means a Bargaining Unit Member employed as a counselor, receptionist, registrar, recruiter or social worker.

6. "Principal" means the Director/Principal of Instituto Justice and Leadership Academy or his or her designee.

7. “Union representative” means any member elected or appointed to a Union officer position in the RLASJE Council, or any IFT or CTU representative assigned to service the Council.

8. "Instructional Day(s)" means any day(s) students are present for instruction.

9. "Parties" means the Union (RLASJE) and its Bargaining Unit Members and Instituto.

10. “Provisional Non-Teacher Educator” means any non-teaching educators in his or her first twelve (12) months of employment.

11. “Provisional Teacher” means any teacher in his or her first twenty-four (24) months of employment.

12. "Provisional Period" means any Teacher Bargaining Unit Member’s first twenty-four (24) months of employment and any Non-Teaching Bargaining Unit Member’s first twelve (12) months of employment.

13. "Professional Development Day" means any full 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.

14. “Role” means a function assumed outside of a Bargaining Unit Member’s job description to ensure accountability and leadership on various school priorities. Bargaining Unit Members can only be evaluated on Roles that they are compensated for (See Article VIII – Evaluation). Examples of Roles include Pod Lead, Department Lead, Committee Lead, etc.

15. “Role description” is a written description of the role functions within the school.

16. “Job Description” is a description of the functions of an employee’s primary function of employed on staff.

17. “Remediation Plan” is a plan initiated for a Bargaining Unit Member after receiving any unsatisfactory status on the evaluation (See Article VIII – Evaluation).

18. “Restorative” refers to the discipline and conflict mediation processes that are a part of the IJLA school culture. It is an invitation for dialogue when something happens that upsets the culture of the school (See Article IX Section A – Discipline).

19. "Union" means the Rudy Lozano Alliance of Social Justice Educators (RLASJE), C-ACTS, Local 4343, IFT-AFT/AFL-CIO
ARTICLE III - UNION RIGHTS

A. Recognition
Instituto Del Progreso Latino (“Instituto”), the employer, recognizes the Rudy Lozano Alliance of Social Justice Educators (“RLASJE”), and council of Chicago ACTS, Local 4343, IFT/AFT, AFL CIO, as the exclusive representative of all full time and part time employed teachers, counselors, receptionists, registrars and social workers at the Instituto Justice Leadership Academy (IJLA), an educational division of Instituto del Progreso Latino, excluding all day-to-day substitutes, all management, and all confidential and supervisory personnel. Effective January 9, 2015, the parties agreed to add non-supervisory, non-guard employees in the positions of Counselor, Receptionist, Registrar and Social worker at IJLA to this bargaining unit.

B. Union Access
Instituto 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 Instituto 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 Instituto’s visitor policies, including securing Principal (or designee) approval for any visit during the instructional day; in return, Instituto agrees that authorized agents of the Union will not be unreasonably denied access to its campuses. Visits to the school during the instructional day shall not exceed one hour unless otherwise required by law.

Authorized agents of the Union may not be denied access to the school outside of the instructional day. Union access as described herein shall comport with the policies and procedures set forth in the Employee Handbook, including its safety policies and procedures.

1. 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. The Union can chose not to exercise this opportunity if the group of new hires is small (less than 3) or the new hire starts within the school year.

C. Information Sharing
Instituto will notify the Union when posted on-line or shall deliver electronically or in hard copy to the Union president or designee the following informational items: (a) notice of regular or special meetings of Instituto’s and IJLA’s Board of Directors and/or Executive Committee, the agenda for such meetings and the approved minutes for such meetings; and (b) Instituto’s and IJLA’s annual budget and year-end financial statements as soon as such documents are approved by the Board of Directors. Such notification shall not be necessary when the regular and announced schedule is posted.

D. Union Release
1. Union Release Time Union officials, as identified by the Union, shall have the right to utilize all or part of their lunch time, class planning period, or time equivalent to class planning 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 Instituto’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.

2. **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. 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.

3. **Union Leave for Local Officer Release** In the case that a Bargaining Unit Member serves as a Local Officer in the position of President, Vice President, Treasurer or Secretary, that member shall be released from responsibilities at Instituto and IJLA. Bargaining Unit Members filling one of these local officer positions shall be allowed one extended leave of absence, not to exceed two years and shall notify Instituto by March 1 annually of an intention to take leave for the following school year. The Bargaining Unit Member on extended Union leave will remain an employee of Instituto and will be guaranteed a position in the school upon return from the extended Union leave. The Union will reimburse Instituto for all costs associated with the employee on extended Union leave, including salary and all benefits. Only one Bargaining Unit Member may be on Local Officer release time at a time.

**E. Union Communications**

Union members can speak on all issues concerning the Employer, and cannot be disciplined or marked down on evaluations as a result of their speech activity. Instituto has the right to monitor all communications on its systems at any time; neither the Bargaining Unit Members nor RLASJE has any legitimate expectation of privacy in any communication on or over any Instituto systems.

Instituto reserves the right to disable or suspend Bargaining Unit Members’ use of its e-mail system during the pendency of any labor dispute with RLASJE.

Use of the e-mail system under this section remains subject to all restrictions set forth in the Employee Handbook, including its policies regarding unlawful harassment, acceptable use of technology, and the professional code of conduct.

**F. Dues Check Off**

Upon receipt of a written check off authorization form from any Bargaining Unit Member, Instituto agrees to deduct each pay period the applicable monthly dues payment that C-ACTS/IFT-AFT indicates is required for obtaining and maintaining membership in C-ACTS/IFT-AFT 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/IFT-AFT shall advise Instituto 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.

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.

The Union agrees to indemnify and hold Instituto harmless from any claim, suit, cause of action, or other action with respect to the Employer’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 Instituto harmless shall include timely payment of any of its costs and attorneys’ fees.

G. **Committee on Political Education**

Upon receipt of a written authorization from a Bargaining Unit Member, Instituto 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 IV - MANAGEMENT RIGHTS**

A. Nothing in this Agreement is to be interpreted as constituting a waiver of Instituto’s rights and responsibilities to create and maintain a school that reflects its public’s wishes. The intent of the Agreement is to establish wages, working hours, and conditions of employment with the Union.

B. Therefore, Instituto hereby retains and reserves unto itself, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the law and the Constitutions of the State of Illinois and the United States to direct, manage and control the School except to the extent that any such power or authority is expressly contrary to any provision of this Agreement or applicable law. Instituto expressly reserves the following rights and authority, including, but without limiting the generality of the foregoing, the right:

1. To determine the qualifications for employment with Institute;

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

3. To promulgate work rules, policies, procedures and regulations;

4. To determine Instituto’s and its campus mission, goals, themes, programs, curriculum design and methodologies of teaching and assessment for fulfilling them;

5. To determine staffing patterns and design, including as necessary any decision to lay-off or reduce its workforce as described in Article VI of this Agreement.
6. To determine class size, class staffing and assignment, class schedules, academic calendar year, hours and places of instruction and student assessment policies and practices, including but not limited to interim student assessments and other CPS/State of Illinois mandated standardized exams.

7. To take such steps as are necessary or appropriate to fulfill Instituto’s contractual obligations and performance to its authorizer(s), and applicable law;

8. 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;

9. To determine the number and types of teachers and other personnel required;

10. To operate the school, including moving or modifying facilities;

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

12. To contract with any third party for one or more supplementary services otherwise performed by teachers 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 teacher;

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 which will be used to enhance learning opportunities for students but not to replace the teachers existing at the time of a change in educational services;

14. To take action on any matter in the event of an emergency if the modification results in a permanent change to working conditions, and if requested by RLASJE, Instituto agrees to thereafter negotiate the modification in a timely manner.

15. Instituto shall have the right to make or change and enforce any work rule, policy or practice not inconsistent with this Agreement. Any dispute raised by RLASJE about whether any such rule is inconsistent with this Agreement may be challenged by RLASJE under Article IX of this Agreement; and

16. Instituto and IJLA retains the rights to determine the amount of budget allocations for professional development as well as to approve criterion used to determine the type of professional development provided.
ARTICLE V - UNION AND MANAGEMENT COMMUNICATIONS

In order to optimize communication between the two parties, the Union Executive board and the IJLA administrative team will meet as a committee. The purpose of this committee will be agreed upon at the initial meeting but will not include any active grievances or contract re-negotiations. The IJLA administrative team includes the Principal, Associate Principals, Deans and Directors. The Instituto CEO and Vice President may also participate and the union can fill two addition slots with other Bargaining Unit Members.

The team will meet quarterly, a minimum of four (4) times per year, and a schedule of meetings will be agreed upon before the start of each school year. The parties will agree upon clear ground rules at the initial meeting of the year. Committee teams and effectiveness trainings will be scheduled annually to support the team effectiveness. Both parties will have the ability to call urgent meetings in addition to these prearranged meetings. The parties will alternate assignment of creating agendas, facilitating and taking minutes. Complete minutes will be posted electronically and all personnel matters will be omitted from public minutes. Minutes that are approved for the public will be posted within two business days.

This committee is charged with ensuring that all employees are orientated to the contract and the Employee Handbook. To this end the committee will minimally organize an orientation session for all the employees on the union contract and the Employee Handbook at the beginning of the school year. Management will share and discuss financial reports at least twice each fiscal year with the committee.

ARTICLE VI - SHARED LEADERSHIP TEAM

Educator input and participation in the educational and administrative decisions of the school is a shared interest of the parties. To that end, the following shared leadership structure will be an integral part of the school decision making process. Members of the shared leadership team will make recommendations to management for final decision according to Article IV, Management Rights. By May 1st of each year, the Union membership will appoint Bargaining Unit Members to the Shared Leadership Team and the Team will meet the following June. Team size is limited to ten (10) total members, and there will be an equal number of Management and Bargaining Unit Members. The team shall decide how often they should meet during the upcoming school year.

The Shared Leadership Team will be made up of members of Union and Management for the mutual benefit of the school and Bargaining Unit Members. The team will work together to ensure that appropriate time is given to any assigned task to ensure appropriate follow through by the team members.

The Shared Leadership Team is responsible for making formal recommendations on instructional and cultural priorities and objectives. The recommendations will be communicated at the beginning of each school year.
The Shared Leadership Team:

- Will set priorities pertaining to the overall educational program of the school, including but not limited to curriculum, instruction, classroom practices, student assessment, and professional development.
- Will set priorities pertaining to the overall issues of operations of the school and day to day processes, including but not limited to scheduling and class offerings, calendar, school safety, student discipline, and school wide initiatives.

ARTICLE VII – PROFESSIONAL DEVELOPMENT AND CONTINUING EDUCATION

A. The parties believe that a strong professional development program, which focuses on improving student achievement, is important for all stakeholders. To that end, Bargaining Unit Members are encouraged to seek both internal and external professional development opportunities that add value to the institution. The Shared Leadership Team can make recommendations for professional development and for continuing education as related to school needs. Management will evaluate and approve all Professional Development requests. Bargaining Unit Members should refer to the Employee Handbook for the process for requesting a professional development opportunity.

B. Any mandated professional development, with the exception of the Administration directed retreats, that takes place outside of the normal workday will be compensated with time or money as mutually agreed upon between Administration and the Union.

ARTICLE VIII - EVALUATION

A. Training
All staff shall be trained in the Evaluation Program prior to being observed for evaluation. The Evaluation Program training shall happen yearly and take place prior to October 31st.

B. Evaluation Joint Committee
Evaluation Joint Committee shall:
1. Be comprised of up to three Union designees and up to three Administration designees.
2. Schedule the yearly Evaluation Program training.
3. Committee will have an opportunity to review the evaluation program and have the opportunity to offer feedback that may or may not be included.
4. Meet at the end of the Agreement duration to review the Evaluation Program and Tools and make recommendations to administration.

C. Individual Growth Plan
Teachers shall have a meeting with their evaluator by November 30th in order to develop the teachers’ Individual Growth Plan (IGP) for the year, which includes the
SIP goal and the teacher’s individual goal, based on the Evaluation Rubric. Non-Teaching staff do not have to complete an IGP.

D. **Evaluation of Assigned Roles and Responsibilities**
Educators shall only be evaluated on assigned roles and responsibilities for which they receive compensation. If the staff is not compensated for the extra role, then the extra work will not be used to lower the evaluation rating.

E. **Frequency of Teacher Observations**
An evaluation rating shall be assessed based upon the following evaluation interactions for teachers:

1. One formal observation, lasting at least thirty (30) consecutive minutes, for the purpose of evaluation shall occur each semester announced or unannounced. If announced, observations shall be conducted through the clinical supervision model where the evaluator(s) and teacher will engage in a pre-conference and a post-conference meeting.

2. One Walk-Through observation, lasting no less than fifteen (15) consecutive minutes each, for the purpose of evaluation, shall occur each semester. Written feedback shall be given within five (5) school days of each walk-through.

3. Example: Teacher yearly evaluation cycle

<table>
<thead>
<tr>
<th>Observation Cycle to be completed by end of Semester 1</th>
<th>Observation Cycle to be completed by end of Semester 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>3a Observation (at least 30 min) Announced or Unannounced</td>
<td>3a Observation (at least 30 min) Announced or Unannounced</td>
</tr>
<tr>
<td>3b Walk-Through/Observation (at least 15 min)</td>
<td>3b Walk-Through/Observation (at least 15 min)</td>
</tr>
<tr>
<td>3b Informal Observation Unannounced (at least 15 min)</td>
<td>3b Informal Observation Unannounced (at least 15 min)</td>
</tr>
</tbody>
</table>

F. **Teacher Evaluation Ratings**
Teachers shall receive an evaluation rating twice per year, the first will be given no later than the end of the first semester, and the second no later than April 1 for probationary teachers and the end of second semester for returning teachers. The forms and rubrics that will be used to give feedback and evaluation ratings to teachers will be found in the *Evaluation Program*.

G. **Non-Teaching Educators Evaluation Ratings**
Non-teaching Educators will receive an evaluation rating once per year no later than August.

H. **Remediation**
Unsatisfactory performance shall be subject to a remediation plan prior to dismissal. Such remediation plan shall be described in the Evaluation Program. Non-probationary staff who are not found to perform satisfactory or better after remediation may be dismissed for cause. Disputes of such dismissal decisions are
subject to the contractual grievance procedure of this Agreement. Staff on remediation may receive additional evaluative observations at Management’s discretion. Staff placed on remediation will be notified of this possibility.

ARTICLE IX - JOB SECURITY

Instituto shall adhere to all applicable state and federal employment laws.

A. Discipline

Our work at IJLA is growth-oriented and restorative in nature. It is recommended that the Principal, or direct supervisor and Educator focus on restorative and growth-oriented practices in order to improve performance and prevent discipline.

An Educator may be disciplined for cause (a non-exhaustive list of items that constitute cause are found in the Employee Handbook). Discipline shall be progressive in nature and follow these progressive steps.

**Progressive Discipline Defined:** The parties embrace the concept of progressive and corrective discipline for Educators. Progressive discipline is a systematic approach to correct unwanted behavior and deter its occurrence by administering disciplinary actions based upon various factors, including but not limited to: (a) the seriousness of the misconduct; (b) the number of times it has occurred; (c) prior acts of misconduct; (d) the attitude and cooperation of the Educator; (e) the Educator's work history; and (f) the totality of the circumstances.

Any of these steps may be skipped based upon the severity of the alleged action at the determination of management, including but not limited to, endangering the safety of students, educators, or the school community. A non-exhaustive list of such severe actions are found in the IJLA Educator Handbook.

**Union Representation:** in all steps of progressive discipline, if the Educator chooses to have union representation at the meeting, it is the educator’s responsibility to contact his or her union representative and secure his or her attendance at the meeting. An Educator requesting union representation will be allowed a reasonable amount of time to secure representation before the disciplinary meeting begins. When a union representative is present at a disciplinary meeting, the Principal shall have the right to have an observer present as well.

**Notices to Educator and Union:** When a Bargaining Unit Member receives a pre-meeting notice or disciplinary action, a copy of the notice or Principal’s discipline summary shall be promptly provided to the Bargaining Unit Member and the Union Council President.

**Step one: Pre-Verbal Warning/Restorative in Nature**
The Principal or Direct Supervisor sets a date and time for a private meeting to occur with the Educator in writing to have a formal conversation to explore a potential matter. This step will
not be included in the Educator’s personnel file or be copied to the Union President. If necessary, during the meeting, the Principal or Direct Supervisor and the Educator will set agreements on how the Educator will change the Educator’s misconduct and what supports are needed for the Educator. These agreements may be revisited in the following steps.

Step two: Verbal Warning (with Written Summary)

The Principal or Direct Supervisor sets a date and time for a private meeting to occur with the Educator in writing to have a formal conversation to discuss the particular discipline matter. The meeting is between the Principal or Direct Supervisor and the educator. After the meeting, the Principal or Direct Supervisor will serve the educator with a Verbal Warning that memorializes the meeting, the nature of the misconduct and sets forth the improvement needed. The Verbal Warning shall be issued within ten (10) school days of the meeting. If the Educator disagree with the Verbal Warning, the Educator may submit a written rebuttal, which shall be included in the Educator’s disciplinary file and copied to the Union.

Step three: Written Warning

In the event that the Educator commits the same unwanted behavior after being afforded a reasonable period of time for correcting the behavior but within twelve (12) months of the delivery of a Verbal Warning, the Principal or Direct Supervisor shall provide the Educator with the Pre-Meeting Written Warning notice and any supporting documents that evidence the misconduct. This notice also sets a date and time for a private meeting to occur between the Principal or Direct Supervisor and the Educator. After the meeting, if appropriate, the Principal or Direct Supervisor will provide the Educator with a Written Warning that memorializes the meeting, the nature of the misconduct and sets forth the improvement needed. The Written Warning shall be issued within ten school days of the meeting. If the Educator disagrees with the Written Warning, the Educator may submit a written rebuttal, which shall be included in the Educator’s disciplinary file and copied to the Union.

Step four: Suspension(s) With or Without Pay

In the event that the Educator commits the same unwanted behavior after being afforded a reasonable period of time for correcting the behavior but within twelve months of the delivery of a Written Warning notice, the Principal or Direct Supervisor shall provide the Educator with the Pre-Meeting Suspension notice and any supporting documents that evidence the misconduct. This notice also sets a date and time for a private meeting to occur between the Principal or Direct Supervisor and the Educator. After the meeting, if appropriate, the Principal or Direct Supervisor will provide the Educator with a Suspension notice that memorializes the meeting, the nature of the misconduct and sets forth the improvement needed. The Suspension notice will be issued within ten school days of the meeting. 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, Educators, 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.

Step five: Dismissal
The Principal may dismiss an educator when he or she does not improve following a Suspension or when he or she engages in misconduct for which dismissal is the appropriate discipline. When a Principal seeks dismissal of an Educator, the Principal shall afford the Educator with a pre-dismissal conference before making a final decision to dismiss that Educator. When an Educator is dismissed, a transition plan to ensure that the Educator’s duties are fulfilled and not neglected is preferred.

B. Renewal, Resignation and Dismissal

1. Resignation:

An Educator wishing to resign from Instituto shall attempt to give the school as much notice as possible. When an Educator must resign during the school year, a two week notice is preferred as well as a transition plan to ensure the Educator’s duties are fulfilled and not neglected. Educators planning not to return for the coming year should make every effort to inform Instituto by April 1.

2. Renewal and Dismissal:

a. Probationary Period: A teacher’s first twenty four (24) months of employment shall be considered probationary and they may be released during or at the end of the school year pursuant to the procedures set forth in the Instituto Employee Handbook. With regard to a decision to dismiss, a probationary teacher shall not have access to the contractual grievance procedure; however, such teacher may pursue an appeal through the procedures found in the Instituto Employee Handbook.

b. Renewal of Probationary Teachers: Probationary teachers shall be informed of renewal decisions for the coming year no later than April 1 of each year or at the conclusion of the remediation plan and final renewal decisions will be made in writing no later than the last day of school.

c. Non-Probationary Teachers: Teachers who are offered continued employment beyond the first two complete school years shall be considered non-probationary teachers. Unsatisfactory performance shall be subject to a remediation plan prior to dismissal. Such remediation plan shall be described in IJLA’s Teacher Evaluation Program. Non-probationary teachers who are not found to perform satisfactory or better after remediation may be dismissed for cause. Disputes of such dismissal decisions are subject to the contractual grievance procedure of this Agreement.

d. Non-Teaching Educators: The employment of Non-Teaching Educators in their first twelve months (12) of employment shall be considered probationary and the Bargaining Unit Member may be released during or at the end of the school year pursuant to the
procedures set forth in the Employee Handbook. With regard to the
decision to dismiss, a probationary non-instructional staff member shall
not have access to the contractual grievance procedure; however,
such Bargaining Unit Member may pursue an appeal through the
procedures found in the Employee Handbook.

E. **Layoff and Recall Provisions**

1. **Notice to the union:** Should layoffs be necessary, for lack of work or lack of funds,
   Instituto shall advise the Union of any proposed layoff decisions and shall seek the
   Union’s views on the matter prior to taking action.

2. **Layoff:** In the event Instituto must reduce the number or type of teachers employed due
to economic, programmatic, facilities or enrollment based decisions, those teachers who
will not be renewed will be honorably dismissed. Bargaining Unit Members shall be given
notice of layoff thirty (30) days in advance of the layoff date. In the case a thirty day
notice is not given, affected Bargaining Unit Members shall be compensated for thirty
days of pay and benefits after the date of layoff. Reduction in force decisions shall be
made based upon job performance, specialty/certification and seniority, with
programmatic needs and job performance being a primary consideration.

3. **Recall:** All Bargaining Unit Members, upon request, can be put on a recall list in the case
of a layoff for two years from the date of layoff. Laid off employees will be considered for
a role in Instituto or sister schools if best fit for program needs. Recall order shall be
based upon job performance, specialty/certification and seniority with programmatic
needs and job performance being a primary consideration. In accordance with D.2.a of
this article, probationary teachers who are recalled shall continue on probationary status
until actively employed for two complete school years.

F. **Personnel Files**
   Instituto agrees to comply with the provisions of the Illinois Personnel Records Review Act
   and further agrees, in accordance with section 40/5. of the Act, to allow, upon any teacher’s
   written request and reasonable notice, a representative of the Union access to the Bargaining
   Unit Member’s personnel file. There shall be one official file maintained with Instituto at the
   central office.

G. **Use of Third-Party Vendors**
   Program and financial needs will determine if a third-party agency or partnership is needed
   for course options. Whenever possible, Instituto commits to offer positions to Bargaining Unit
   Members before utilizing outside providers.

   Instituto will not use a third party for the purpose of replacing a position that was previously
   held by a Social Studies, Math, Science or English teacher.
H. **Union Participation in Hiring Process**

The Union will be notified and invited to participate in the interview process of potential new Bargaining Unit hires to IJLA.

**ARTICLE X – WORKING CONDITIONS**

A. **Work Year**

1. The teacher and social worker work year will be 198 days. In the event CPS or any other outside agency which has the right to mandate the length of teacher work year or number of teacher work days decides to increase the number of days from 198, the Union will have the option to demand to bargain the impact of the change. The work calendar shall include a defined end date for teachers and social workers work year when it is presented to Educators at the start of the school year.

2. The student school year will be 179 instructional days. In the event CPS or any other outside agency which has the right to mandate the length of student school year or number of school days decides to increase the number of days from 179, the Union will have the option to demand to bargain the impact of the change.

3. The remainder of days (the days on which teachers are working but students are not in attendance) will be determined by IJLA with input from the instructional and administrative teams.

B. **Non-Teaching Educators Vacation Days**

1. Registrar(s), Recruiter(s) and Receptionist(s) vacation time shall be accrued based on the employee’s length of service at Instituto.

<table>
<thead>
<tr>
<th>Length of Service</th>
<th>Vacation Days Accrued</th>
<th>Hours earn per pay period</th>
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<td>0 to 3 years</td>
<td>10 working days</td>
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<tr>
<td>8 years and over</td>
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2. Counselors shall have a two week Winter Break that is aligned with the students and Teaching Educators’ time off.

3. Counselors shall have a one week Spring Break that is aligned with the students and Teaching Educators’ time off.

4. Counselors can accrue flex time up to one week (40 hours). This time is to be used during the students’ Summer Vacation.
C. **Holidays**
   Bargaining Unit Members shall have the following holidays off:
   - New Year’s Eve
   - New Year’s Day
   - President’s Day
   - Memorial Day
   - Independence Day
   - Labor Day
   - Thanksgiving
   - The day after Thanksgiving
   - Christmas Eve
   - Christmas Day

   In addition to the above listed holidays, IJLA observes the following paid holidays for Teachers and Counselors:
   - Veteran’s Day
   - Martin Luther King Jr.’s Birthday
   - Lincoln’s Birthday

   All bargaining unit members shall have one floating holiday a year. Bargaining unit members will notify administration of their chosen floating holiday day by the end of the first week of student attendance. In the event that the requested date falls prior to the end of the first week of student attendance the bargaining unit member must give 10 day prior notice.

D. **Inclement Weather**

   In the event of inclement weather, Educators are only required to make up a work day if it’s necessary to make up students’ instructional time.

E. **Work Day**

   The number of instructional minutes will meet state guidelines. The parties may pilot a variety of new scheduling techniques during the term of this contract.

   Full-time Educators work day shall be 8 hours. The work day shall start a half hour before the students start their school day. An adjustment to the student instructional day calendar by an hour or more must be agreed to by the parties.

   Educators’ work day will include a lunch period. Educators are encouraged to take a lunch break that is at minimum in compliance with state and federal law.

F. **Dismissal and Lunch Supervision Duties**

   Teachers may be assigned to supervise students outside during student lunch periods or student dismissal a total maximum of three (3) times a week.
Non-teaching educators may be assigned to supervise students outside during dismissal a maximum of four (4) times a week. Non-teaching Educators may be assigned to supervise students during student lunch periods no more than three (3) times a week.

G. **Work Load**
A teacher will have no more than two preps in addition to familia. Familia will be collaborative with each familia's assigned non-teaching educator. Other scheduling options may be discussed and agreed upon by the parties based upon enrollment, budget and student needs.

Teachers will receive one block period to use as a planning period each school day. However, on special event days there may not be a planning period.

With Management discretion, Educators may be asked to substitute. Educators eligible to substitute will be compensated at $25 an hour for that coverage. The Registrar, Receptionist and Recruiter are not eligible to substitute.

H. **JOB DESCRIPTIONS**

1. Management will provide newly hired Educators with a copy of their job description during HR orientation. Job descriptions are to be signed and returned to Management within five (5) workdays.

2. Annually Educators will be provided with a job description.

3. No later than two weeks after start of academic school year, staff will receive a copy of the role description for Pod, Department, and Ad Hoc roles. Staff will return it within five (5) workdays indicating their acceptance or rejection.

4. If a member’s job duties change from original job description during the course of the school year, Management will provide a copy of the revised job description. In this case, changes to the job description must occur by mutual agreement of the parties and be indicated in writing. The member, management, and union representative will meet to discuss options to alleviate the disruption of a change in job duties. The copy is to be signed by the affected member and returned to management within five (5) workdays indicating their acceptance or rejection.

5. Management has the right to take action in the event of an emergency. See Article IV, B.14 under Management Rights.

I. **Class Size**
An Educator’s average number of students per class shall not exceed twenty-five (25) (sum of total number of students in each class divided by the number classes) and an individual class size shall not exceed twenty-seven (27) students.

J. **Special Education Assurance**
Instituto shall maintain a maximum general education to SPED student ratio of 70% to 30%.
K. **Lesson and Work Plans**
Management will publish a schedule of submission deadlines for lesson plans, unit plans, work plans, feedback books and other paperwork deliverables via the school calendar (See Management Rights Article 4.3). Interdisciplinary collaboration and implementation should be considered when planning, including but not limited to, familia. Training for lesson plans, unit plans, feedback books, and work plans shall be conducted prior to the start of the second quarter of each school year. Educators may request this training at any time.

**ARTICLE XI - WAGES AND BENEFITS**

A. **Salary**

1. **Wage Adjustment**
   A wage adjustment will be applied to all Educators who were employed during the 2015-2016 school year. Such adjustment shall be used to move current teachers to the appropriate horizontal and vertical placement on the salary schedule found in Appendix A of this agreement except for the Receptionist who will be paid an hourly rate outlined in Article XI - Section A - Subsection 6. Educators shall be placed on the salary schedule based on their years of service at Instituto their level of education and certification. The wage adjustment shall be retroactive to the first pay period of the 2015-2016 school year or to an Educator’s first pay period if they did not start at the beginning of the 2015-2016 school year.

2. **Salary increases**
   2016-2017 school year: Educators will progress a step on the salary schedule found in Appendix A of this agreement except for the Receptionist who will be paid an hourly rate outlined in Article XI - Section A - Subsection 6.
   2017-2018 school year: Educators will progress a step on the salary schedule found in Appendix B of this agreement except for the Receptionist who will be paid an hourly rate outlined in section Article XI - Section A - Subsection 6.

3. **Starting Salaries**
   All new hires hired into the Bargaining Unit shall be compensated according to the appropriate yearly salary schedules found in Appendix A or B of this agreement. Their Step shall be determined by their appropriate years of commensurate teaching, counseling, mentoring or student support experience.

4. **Special Education Teachers Salary**
   If a teacher is hired into the Bargaining Unit as a Special Education teacher, they shall be compensated according to the appropriate yearly salary schedule found in Appendix A or B of this agreement with the following Step adjustment: their Step shall be determined by their appropriate years of commensurate experience plus an additional five steps.
The compensation of a Bargaining Unit Member who receives their Special Education endorsement, and their job responsibilities are changed to that of a Special Education Teacher, shall be increased by five steps in the appropriate lane. Their salary shall not be reduced in the case their job responsibilities are changed from Special Education Teacher to another title within the Bargaining Unit.

5. **Lane Adjustments:**
Bargaining Unit Members must notify management if they intend to pursue an additional educational degree, certification or endorsement. Bargaining Unit Members shall advance salary schedule lanes after they present appropriate education, certification or endorsement credentials within thirty (30) days after the beginning of IJLA’s semester. Lane advancement pay shall be retroactive to the start of the IJLA semester in which the Bargaining Unit Member presented their credentials. Lane advancement pay shall be pro-rated for the remaining school year.

6. **Receptionist Hourly Rate**
The Receptionist shall be paid the following hourly rate:
- 2015-2016 school year: $12.50
- 2016-2017 school year: $13.00
- 2017-2018 school year: $13.50

The Receptionist shall receive the 2015-2016 hourly rate retroactive to the first pay period of the 2015-2016 school year or to their first pay period if they did not start at the beginning of the 2015-2016 school year.

7. **Paid Extra Duties:**
Instituto shall endeavor to annually establish a pool of money to pay teachers and provide supplies for extracurricular student clubs, teams and activities. Teachers will submit an application to the instructional team which describes the club, team or activity, the estimated number of student participants involved and the estimated time and place of the work and possible fundraising activities to help the activity achieve its goals. Instituto may establish a minimum number of students and meetings that must occur for the activity to run as well as approve pay rates and fundraising opportunities.

Instituto, the Educator and the Union will mutually agree on terms for compensation any time Instituto is being paid for services that require the work of an Educator.

8. **Part-time Bargaining Unit Members**
Bargaining Unit Members who currently work full-time and are moved to part-time status shall be compensated hourly based on their full-time salary.

Bargaining Unit Members who currently work full-time and are moved to part-time status at the start of the following academic year shall progress on the appropriate yearly Salary Schedule found in Appendix A or B of this Agreement according to their years of service, certification or endorsements and their hourly rate shall be calculated based on their new step and lane.
Bargaining Unit Members who are hired on a part-time status shall be compensated hourly according to their placement on the appropriate yearly Salary Schedule found in Appendix A or B of this Agreement.

B. Insurance Benefits

1. Health Insurance
Instituto shall make available both HMO and PPO health insurance plans for all full time Bargaining Unit Members. The Bargaining Unit Members may elect either single or family coverage. Instituto shall contribute an amount which is equal to 70% of the HMO premium cost for the elected health insurance plan. Instituto’s goal is to continue to offer Blue Cross Blue Shield as their insurance provider. Instituto will commit to make sure Bargaining Unit Members are apprised of pertinent information regarding potential insurance changes prior to any changes being made.

2. Dental Insurance
Instituto shall make available both HMO and PPO dental insurance plans for all full time Bargaining Unit Members. The Bargaining Unit Members may elect either single or family coverage. Instituto shall contribute an amount which is equal to 70% of the HMO premium cost for the elected dental insurance plan.

3. Long Term Disability Insurance
Instituto shall make available a long term disability insurance plan for all full time Bargaining Unit Members at no cost to the employee.

4. Life Insurance
Instituto shall make available a life insurance plan in the amount of $25,000 for all full time Bargaining Unit Members at no cost to the employee.

C. Leaves

1. Sick leave
All educators are entitled to 8 days of paid sick leave which shall be awarded at the beginning of the school year. Sick leave is to be used solely for the employee or a member of the immediate family who is suffering illness or other physical impairment or to attend a medical appointment. The “immediate family” is defined in sub-section c, Bereavement Leave. Sick days can be carried over from year to year with no limit to accumulation. Employees will not receive payment for unused sick days upon termination. Sick leave days shall be reported the Chicago Teacher’s Pension Fund upon separation from Instituto. A teacher who uses more than three (3) consecutive sick leave days may be required to provide a doctors certification. If a sick day is taken adjacent to a holiday or vacation day, medical documentation is required. If taking a sick day, educators are to inform Instituto by 6:30am of the day they wish to take off.

Upon exhaustion of their accrued paid leave days, all Bargaining Unit Employees may request the donation of additional leave time from other Bargaining Unit Employees. The donated leave will be deducted from the accrued sick time of the member who donates it.
2. **Personal leave**  
All Bargaining Unit Members are entitled to three paid personal days to be awarded at the start of each school year. A Bargaining Unit Member who intends to use a personal day should notify the Principal at least ten working days in advance when possible. If the Bargaining Unit Member takes an unexpected personal day, s/he should make every effort to contact the Principal by 6:30 am on the day of the absence. Unused personal days are converted to sick days at the end of the school year. Consecutive personal days under special circumstances may be granted.

3. **Family Medical Leave**  
Instituto recognizes that certain circumstance, such as personal illness, illness of a family member or the birth, adoption or placement of a child, may require and employee to be away from work for an extended period of time. Instituto provides family and medical leave in accordance with the requirements of the Family Medical Leave Act (FMLA). The FMLA provides a means for eligible employees to balance their work and family responsibilities by taking leave for up to twelve weeks in a twelve month period of employment. Specific provisions govern the use of FMLA. Detailed information regarding Instituto’s FMLA policy can be found in the Employee Handbook.

4. **Bereavement Leave**  
Bargaining Unit Members will be granted up to five days of paid time off following the death of a member of the Bargaining Unit Member’s family. Bargaining Unit Members wishing to use such leave shall notify the Principal as soon as possible and shall inform the Principal as to the expected date of return. In the event additional leave is needed for significant loss, the Principal may approve the use of additional sick leave days. Educators will be granted one bereavement leave day for a non-familial loved-one.

5. **Jury Duty Leave**  
Teachers will be granted paid time off for up to two weeks while serving on jury duty. This will be extended if the teacher is legally required to complete service on a jury in excess of two weeks. In order to qualify for paid time off, employees must turn in the jury duty per diem to Instituto. Prompt notification to the Principal of jury duty summons is required.

6. **Unpaid Leave of Absence**  
A full time teacher may request an unpaid leave of absence of up to one full school year. Granting of such leave is at the sole discretion of Instituto. Teachers must make the request in writing to the Chief Executive Officer as soon as possible. A teacher on a leave of absence of one full school year or the second semester of the school year must inform the Instituto in writing of his or her intent to return to employment the following year no later than April 1. A teacher who is granted a leave of absence shall suffer no loss in accrued benefits while on leave, but will not accrue benefits or wage increases during the leave. A teacher on leave shall have no expectation to return to the same teaching assignment he or she held when the leave commenced, however a full time teacher shall be returned to a full time position.
Example: Teacher A is earning $40,000 and has 10 accumulated sick days at the end of the 15-16 school year. The teacher is on leave the following 16-17 year. When teacher A returns the 17-18 year, she returns with her 10 accumulated days from 15-16, and receives this year’s increase to her 15-16 wages. She does not receive the increase in wages or accrual of days for 16-17.)

D. Pension and Retirement Matters

1. Certified Bargaining Unit Members shall pay two percent (2%) of salary as the employee contribution to the Public Teacher’s Pension Fund of Chicago.

2. Instituto shall contribute an amount calculated as seven percent (7%) of salary as the employer contribution to the Public Teacher’s Pension Fund of Chicago for ISBE certified Bargaining Unit Members. This payment is in addition to the actual salary paid to the teacher. (Also known as the “pension pick up”).

3. Bargaining Unit Members may choose to participate in Instituto’s 403(b) savings plan through its approved provider. A Bargaining Unit Member who chooses to participate in the 403(b) savings plan will designate a fixed amount to be deducted on a pre-tax basis from the gross amount of each paycheck. That amount is deposited by Instituto a retirement plan chosen by the Bargaining Unit Member. Such 403(b) plans are portable at separation.

4. At the time of separation from the school, accumulated sick days shall be submitted to the Public Teacher’s Pension Fund of Chicago into the account of said ISBE-Certified Bargaining Unit Members. No pay out of accumulated sick days shall be made by Instituto.

5. Non-certified Bargaining Unit Members Retirement Reopener: The parties agree to reconvene no later than February 28, 2017 to bargain employer contribution to non-certified Bargaining Unit Members 403(b) savings plan for the remaining 2017-2018 school year of the Agreement.

6. If Insituto establishes a 403(b) employer contribution plan prior to the expiration of this Agreement, said employer contribution plan shall be applied to all Bargaining Unit Members.

ARTICLE XII—GRIEVANCE PROCEDURE

A. 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.

B. Grievance - Defined
A “grievance” shall mean a formal complaint that there has been a violation or misinterpretation of any of the provisions of this Agreement. A Bargaining Unit Member or the Union may file grievance.

C. **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 object of resolving the matter informally.

D. **Procedure For Adjustment Of Grievance - Formal Process**
   
   **Step 1—Principal Level.** 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.

   Within ten (10) working days after receiving the grievance, the Principal shall hold a conference.

   A written memo stating the Principal’s decision in writing 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.

   **Step 2—Vice President 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 Vice President of Educational Programs. 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 Vice President of Educational Programs shall meet within ten (10) working days of receipt of the appeal, with a view to arriving at a solution to the grievance. Participants in this conference shall be those who participated in Step 1. Within fourteen (14) working days after receiving the appeal, the Vice President of Educational Programs shall communicate his/her decision, in writing, together with supporting reasons, to the Principal, to the grievant, and the Union president.

   **Step 3—Chief Executive Level.** Within ten (10) working days after receiving the decision of the Vice President of Educational Programs, a further grievance appeal from the decision may be made to the Chief Executive Officer of Instituto Del Progreso Latino. 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 and Step 2.

   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 2 and shall occur within ten (10) working days of receipt of the appeal. Within fourteen (14) working days after receiving the appeal, the CEO shall communicate his/her decision, in writing, together with
supporting reasons, to the Principal, the Vice President of Educational Programs, to the 
grievant, and the Union president.

Step 4—Arbitration. If the Union is not satisfied with the CEO’s decision, the Union may 
refer the grievance to binding arbitration within fifteen (15) working days after receiving 
the CEO decision at Step 3. If the Union refers a grievance in timely fashion to arbitration, 
the following provisions shall be applicable:

1. Requests for arbitration must be directed to the American Arbitration Association, 
   with a copy to the Principal of the school and the CEO. The parties may alternately 
   select an agreed upon arbitrator without the use of the American Arbitration 
   Association. 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.

2. 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 1-3 and shall have no authority to make a decision on any 
   issue not so submitted or raised. If the arbitrator determines that there has been 
   such a violation, he/she shall have the authority, consistent with the terms of this 
   subparagraph (2), to provide for appropriate relief. The decision of the arbitrator 
   shall be binding on Instituto, the Union and the Bargaining Unit Members.

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

E. General Provisions

1. 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.

2. No Bargaining Unit Member at any stage of the formal grievance process shall be 
   required to meet with an Administrator without Union representation.

3. If a grievance arises from the action of authority higher than the Principal of a school, 
   the Union may present such grievance at the appropriate step of the grievance 
   process. An informal conference shall be held as the initiating step in such a 
   situation, and no further conference shall be required after the formal filing of the 
   grievance appeal.

4. If a grievance is of such nature as to require immediate action, the person acting for 
   the Union may appeal immediately to the office or person empowered to act, and 
   said office or person shall endeavor to resolve the matter jointly with the Union
representative. If the matter is not satisfactorily resolved, it may be appealed through the grievance resolution process beginning with Step 3 – CEO Level.

5. 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.

6. 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 Instituto is open. The parties will work to schedule grievance timelines as not to interfere with any employee’s prior scheduled days off.

ARTICLE XIII—LEGAL AND TECHNICAL CLAUSES

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

B. **Successor Clause**
   Instituto 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.

C. **No Strike**
   Neither the Union nor any employee shall call, engage in or authorize a strike during the term of this Agreement.

D. **No Lock Out**
   Instituto shall not lock out any employees covered by this Agreement during the term of this Agreement.

E. **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.

F. **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.

G. **Precedence of Agreement**

If there is any conflict between Instituto Justice and Leadership Academy and/or written Instituto policies or written Instituto rules and regulations with the written terms of this Agreement, the parties shall work in good faith and shall resolve such conflicts through amendments to this agreement. Aside from conflicts referred to above, if there is any conflict between the written terms of this Agreement and the terms of any individual contract of employment, the written terms of this Agreement shall govern.

H. **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.

This Agreement is signed this ______ day of July, 2016.

IN WITNESS THEREOF:

__________________________________________________________  ____________________________
Monica Ybarra Mirna T. Holton
President, Rudy Lozano Alliance of Chair, Board of Directors
Social Justice Educators, Instituto del Progreso Latino
Chicago Alliance of Charter Teachers and Staff,
Local 4343, IFT-AFT, AFL-CIO

__________________________________________________________  ____________________________
Jonah Bondurant Juan Salgado
Vice President, Rudy Lozano Alliance of Chief Executive Officer
Social Justice Educators, Instituto del Progreso Latino
Chicago Alliance of Charter Teachers and Staff,
### Appendix A

2015-2016 School Year Salary Schedule
2016-2017 School Year Salary Schedule

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<th>Step</th>
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**Appendix B**
2017-2018 School Year Salary Schedule
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