

AGREEMENT

BETWEEN

INSTITUTO HEALTH SCIENCES CAREER ACADEMY

AND

THE INDEPENDENT FEDERATION OF EDUCATORS

LOCAL 4343 AFT-IFT/AFL-CIO

2017-2018

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ARTICLE I. MISSION AND VISION

The Institute Health Sciences Career Academy (IHSCA) was founded by Instituto Del Progreso Latino (Instituto).

Since Instituto's founding in 1977, Instituto has believed that education is the power and freedom to live and enjoy the best that this country has to offer, the power to provide for our families and ensure a better quality of life.

Instituto's mission and vision guided the creation of IHSCA.

At Instituto, our mission is to contribute 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 their cultural identity and dignity.

At Instituto, our vision is to be a recognized leader reaching every Latino family in the Chicago metro 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.

The Instituto Health Sciences Career Academy was created to prepare urban youth to succeed in competitive colleges and universities, obtain job readiness certification for entry-level positions with higher wages in healthcare, and gain new awareness leading to healthier lifestyles.

Instituto and IHSCA follow Instituto's tradition of a school as an intergenerational community education center where the whole "familia" can explore other educational avenues as well as share the life-long importance of college education and the strategic dimension of a career pathway.

Instituto and IHSCA believe in the full integration and participation of faculty, students, staff, parents and partners in shaping the school's existence.

Instituto always strives for excellence in everything it does. Excellence is in sharp contrast to mediocrity. As John Spence described, "The minute you start accepting mediocrity in your life, you become a magnet for mediocrity in your life."

IHSCA defines excellence in three realms: great school climate and environment, measurable outcomes, and community alignment. An excellent school climate and environment results from a strong school culture and is evident when students, parents, educators, and partners are highly satisfied. An excellent school has quantifiable results such as over 95% daily attendance rates and less than 5% tardy rates, high graduation, college entrance and college completion rates in comparison to peers, and academic gains in the top 10% of non-selective enrollment CPS schools. An excellent school is in complete oneness with its environment, beginning with all of Instituto's schools and programs and extending to the neighborhoods, communities, city and state in which Instituto and IHSCA live its mission.

Excellence requires that all students, staff and parents be clearly aware of our high expectations and the policies and procedures that operationalize those high standards of excellence. Excellence also requires that all IHSCA staff be enthusiastically consistent in the application and execution of school policies and procedures. Excellence further requires that IHSCA management and staff create healthy, organized communities of PRAXIS to regularly examine school policies and procedures to ensure they best support the school mission.

Most importantly, excellence requires that all adults live the mission and vision and lead by example. We are what we repeatedly do. Excellence then is not an act but a habit. Students observe and learn from our habits as adults.

Our ability to be a cohesive, unified team that excels in everything we do profoundly impacts the social and emotional well-being of our students. When students experience the living embodiment of our mission, they are inspired to take responsibility for their learning and become healthier physically, emotionally, and socially. As they do so, our students become the Phoenix Leaders we know each of them can and will become, conveying knowledge to their families, peers, educators, employers, and extended community.

ARTICLE II. DEFINITIONS

2.1. Definitions.

The following definitions shall apply to this contract:

2.1.1. "**Agreement**" means this collective bargaining Agreement.

2.1.2. "**Bargaining Unit Member**" means any employee of IHSCA who is included in the Bargaining Unit certified by the Illinois Educational Labor Relations Board on April 12, 2011.

2.1.3. "**Principal**" means the Director/Principal of Instituto Health Sciences Career Academy or his or her designee.

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

2.1.5. "**Early Release Day(s)**" means any day(s) when students are released prior to regularly scheduled dismissal time.

2.1.6. "**Half Day(s) (1/2 days)**" means days that are pre-designated in the academic calendar as 6 days throughout the school year. "Half Day is defined as one-half instructional time plus lunch."

2.1.7. "**Educator**" means all adults in the school who contribute to the well-being of the students.

2.1.8. "*Parties*" means the Union Independent Federation of Educators (IFE) and its Bargaining Unit Members and IHSCA.

2.1.9. "*Union*" means the Independent Federation of Educators (IFE), C-ACTS, Local 4343, IFT-AFT/AFL-C10.

2.1.10. "*Probationary Period*" means any Bargaining Unit Member's first complete school year of employment by IHSCA, or, as applicable pursuant to Section 6.7.2 herein, a Bargaining Unit Member's first two complete school years of employment by IHSCA.

2.1.11. "*Educator 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.

2.1.12. "*Communities of PRAXIS*" means Groups of socially-conscious, critically oriented individuals who share the concerns and passions of the communities they serve and interact regularly to reflect on their practice and act to improve it in ways that are culturally responsive and contribute to the wellbeing of all of its members.

ARTICLE III. UNION RIGHTS

3.1. Recognition.

Instituto Health Sciences Career Academy ("IHSCA"), the employer, recognizes the Independent Federation of Educators ("IFE"), and council of Chicago ACTS, Local 4343, IFT/AFT, AFL CIO, (the "Union") as the exclusive representative of all full- and part-time regularly employed certified and non-certified school personnel including teachers, social workers, counselors, librarians, paraprofessionals, and other certified and non-certified professionals and excluding all managerial, supervisory, confidential and short term employees as defined by the NLRA.

3.2. Union Access.

3.2.1. IHSCA 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 IHSCA 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 IHSCA's visitor policies, including securing Principal (or designee) approval for any visit during the instructional day; in return, IHSCA agrees that authorized agents of the Union will not be unreasonably denied access to its campuses for purposes of administering this Agreement. Absent unusual circumstances, visits will be approved if they are requested at least twelve (12) hours in advance, though on occasion less than twelve hours advance notice will be provided for matters requiring a more immediate response. Authorized agents of the Union shall not meet with any Bargaining Unit Member during that Bargaining Unit Member's working hours (including preparation periods) or in any room or area where students are present, unless the Bargaining Unit Member receives Principal approval for

such a meeting. Visits to the school during the instructional day shall not exceed one hour unless otherwise required by law.

3.2.2. Authorized agents of the Union may not be denied access to the school outside of the work day. Union access as described herein shall comport with the policies and procedures set forth in the IHSCA Employee Handbook, including its safety policies and procedures. Nothing herein shall require IHSCA to permit Union access to its facilities during days and times the school is not otherwise in session, in a manner inconsistent with its policies regarding space rental.

3.3. Recruitment.

IHSCA 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 (2) weeks of new hire employment. The Union can choose 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.

3.4. Information Sharing.

The Union will be given direct notice of the schedule of regular meetings of the Board of Directors and/or Executive Committee at the beginning of each school year and meeting agendas and approved meeting minutes will additionally be posted, via the IHSCA communication system. In the event of any modifications and/or additions to the calendar, the Union will be notified within twenty-four (24) hours. The Union will receive electronically or in hard copy to the Union president or designee IHSCA's annual budget and year-end financial statements within two (2) weeks of such documents being approved by the Board of Directors.

3.5. Union Release Time.

3.5.1. Union officials, as identified by the Union, shall have the right to utilize one (1) hour per week of class planning periods 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 IHSCA's mission or the work responsibilities of the Union official or any other employee. Union officials may not conduct official Union business with another Bargaining Unit Member, during that Bargaining Unit Member's instructional time. The Principal has full discretion to limit the use of Union release time.

3.5.2. Each year Bargaining Unit Members shall have available ten (10) shared work days or a total of eighty (80) hours that may be used for union related activities, without loss of pay or other leave time, for the purpose of conducting Union business. No more than two (2) Bargaining Unit Members will use full-day release time simultaneously. No more than four (4) Bargaining Unit Members will take partial-day release time simultaneously. The Union shall reimburse IHSCA for the cost of substitutes for all of the days and/or periods covered if substitutes are hired for release time or if payment for internal substitution is required. The Union President or Designated Representative shall notify the Principal, or designee, three (3) work days prior to the use of any full days or twenty-four (24) hours prior to the use of half-day

release time. Unused Union leave shall not accumulate from year to year and may be taken in minimum of one half (1/2) day increments.

3.5.3. Bargaining Unit Members shall be allowed one extended leave of absence for Union business at any given time, not to exceed two (2) years. The Bargaining Unit Member on extended Union leave will remain an employee of IHSCA and will be guaranteed a position in the school upon return from the extended Union leave. The Union will reimburse IHSCA for all costs associated with the employee on extended Union leave, including salary and all benefits. Only one Bargaining Unit Member may be on extended Union leave at a time, and the leave must be mutually agreed upon between the Union and IHSCA.

3.6. Union Communications.

3.6.1. Authorized agents of the Union may utilize school email, mail boxes, and the designated union bulletin board in order to communicate with their members. The Union guarantees appropriate and professional use of these tools of communication.

3.6.2. IHSCA has a right to monitor all communications on its systems at any time; communication on or over any IHSCA system may be subject to the Freedom of Information Act and neither the Bargaining Unit Members nor the Union has any legitimate expectation of privacy in any communication on or over any IHSCA systems.

3.6.3. IHSCA reserves the right to disable or suspend Bargaining Unit Members' use of its e-mail system during the pendency of any labor dispute with the Union.

3.6.4. Use of IHSCA's communication systems under this section remains subject to all restrictions set forth in the IHSCA Employee Handbook, including its policies regarding unlawful harassment, acceptable use of technology, and the professional code of conduct.

3.7. Dues Check Off.

3.7.1. Upon receipt of a written check off authorization form from any Bargaining Unit Member, the School 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 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.

3.7.2. 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.

3.7.3. The Union agrees to indemnify and hold IHSCA 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 IHSCA harmless shall include timely payment of any of its costs and attorneys' fees.

3.8. Committee on Political Education.

Upon receipt of a written authorization from a Bargaining Unit Member, IHSCA 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

4.1. Management Rights Preserved.

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

Therefore, IHSCA hereby retains and reserves unto itself, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by its charter, 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. IHSCA expressly reserves the following rights and authority, including, but without limiting the generality of the foregoing, the right:

4.1.1. To determine the qualifications for employment and continued employment with IHSCA;

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 work rules, policies, procedures and regulations;

4.1.4. To determine IHSCA's mission, goals, themes, programs, curriculum design and methodologies of teaching and assessment for fulfilling them;

4.1.5. 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;

4.1.6. 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;

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

4.1.8. 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;

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

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

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

4.1.12. 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;

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 which will be used to enhance learning opportunities for students but not with the intent of eliminating members for the bargaining unit;

4.1.14. To take action on any matter in the event of an emergency;

4.1.15. To make or change and enforce any work rule, policy or practice not inconsistent with this Agreement. Any dispute raised by IFE about whether any such rule is inconsistent with this Agreement may be challenged by IFE under Article IX of this Agreement; and

4.1.16. 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. SHARED LEADERSHIP TEAMS

When the educators' collective knowledge, experience, and research guides their schools' practice, the results are a school community united by the best educational practices. To that end, the following shared leadership teams will be an integral part of the school's decision making process. It is through these teams that input and recommendations are welcome.

IHSCA values input and recommendations from all Bargaining Unit Members. To that end, IHSCA intends for the shared leadership teams to be reflective of diverse perspectives from the entire bargaining unit, and team members will accordingly be selected pursuant to the criteria

set forth below. To further the goal of diverse perspectives, team members shall serve staggered two (2) - year terms. Additionally, at the beginning of the school year, the Principal and the Union will meet to discuss shared leadership team membership and goals, however, the final decisions pertaining to shared leadership team membership will be within the Principal's discretion.

Notwithstanding anything stated above, the parties agree that the Union is the exclusive agent for all bargaining unit employees. Further, the shared leadership teams and the employer will in no way make changes concerning mandatory subjects of bargaining (such as wages, hours or working conditions) for any bargaining unit employee without first negotiating such changes with the union.

With the exception of the PLC Team, teams will endeavor to meet outside of instructional time. Bargaining unit employees serving on the AVID Team, the Culture Team and the School Improvement Leadership Team may receive a stipend for their service, subject to available funds.

5.1. AVID Team.

To support the instructional focus of Professional Learning Groups, the AVID team made up of the site coordinator, district coordinator, AVID elective teachers and additional staff to insure representation from each department will be formed. This team will provide instructional resources and strategies for all teachers and support staff in the implementation of strategies. The AVID team will also help locate resources in order to identify exemplars to share with all staff. Should a staff member struggle with the implementation of strategies in the classroom an AVID team member will be available to assist and support the staff member.

5.2. Culture Team.

The Culture Team consists of IHSCA employees with at least two (2) years of experience: members of the administration, social worker(s), special education teachers, academic advisors and teachers representative of each grade level. Its purpose will be to track and monitor student behavior using tracking systems to create a series of school-wide expectations for all students and teachers. Both consequences and incentives to improve student behavior will be developed. It will also be responsible for discussing faculty morale and how to improve the overall *esprit de corps* ("spirit of the group") of IHSCA's employees.

5.3. PLC (Professional Learning Communities) Teams.

Each department will form PLC's committee(s) with the understanding that department members will work together to improve student learning through a focus on learning, a collaborative culture, collective responsibility, and results orientation. All members of the bargaining unit will be a member of a professional learning community. The teams will focus on student performance data and instructional delivery, with the goal of improving student's academic performance.

5.4. School Improvement Leadership Team.

The School Improvement Leadership Team consists of members representing all administrators, all leadership teams, all departments and all grade levels. The school improvement team will focus on issues pertaining to the overall educational program of the school including but not limited to: curriculum, instruction, classroom practice, student assessment and performance, teacher quality (including professional development and evaluation), the school calendar, schedule, class offering and academic expectations.

ARTICLE VI. JOB SECURITY

6.1. Professional Development.

The Parties believe that a strong professional development program, which focuses on improving student achievement, is vital to the IHSCA community. To that end, a professional development committee will be formed. This committee will consist of representatives from IHSCA Administration as well as Bargaining Unit Members elected from each department. Bargaining Unit Members serving on the Professional Development Committee may receive a stipend for their service, subject to available funds.

The professional development committee will convene as follows:

6.1.1. Annually:

- (a) To evaluate the previous year's professional development program and to incorporate the results of that evaluation into recommendations for the coming year;
- (b) To recommend to the Principal the annual IHSCA professional development criteria and a process for requesting both individual and collective professional development; and
- (c) To recommend to the Principal the school-wide professional development schedule and the providers for the topics which have been prioritized for that year.

6.1.2. Ongoing, but at least quarterly:

- (a) To Evaluate the ongoing professional development program;
- (b) To assist in the development of the formal process for individual educator requests for professional development including paperwork and timeline;
- (c) To consider individual educator requests and recommend professional development for such requests.

6.2. Learning Opportunity.

All educators who engage in school-funded outside professional development will be expected to share what they have learned through a presentation or other applicable method. The professional development committee will coordinate such sharing opportunity with the educator(s).

6.3. Teaching Staff Evaluation.

6.3.1. For the purposes of this section, Teaching Staff is defined as teachers, paraprofessionals and librarians. For the remainder of this section, "teachers" refers to all of these positions.

6.3.2. IFE and IHSCA agree with the following goals and purposes for teacher evaluation:

- (a) To improve teacher performance that will lead to improved student achievement.
- (b) To engage teachers in reflection and self-assessment regarding their own performance.
- (c) To provide teachers with information and guidance to inform their development.

6.3.3. Orientation. IHSCA teachers will receive an orientation session on the IHSCA teacher evaluator rubric and the evaluation procedure during or before the first week of the school year prior to student attendance, but not later than the 5th day of student attendance, unless they are hired to the school after the 5th day. Teachers hired after the first week of the school year will receive said orientation within the first week after their hiring and a copy of the teacher evaluation criteria and procedures will be provided to every teacher.

6.3.4. Evaluator. The Principal and Assistant Principal(s) are the official evaluators of all teachers and are responsible for issuing summative evaluation ratings. Evaluation ratings will be determined pursuant to the Evaluation Framework attached hereto as Appendix A.

6.3.5. An evaluation rating shall be assessed based upon the following evaluation interactions:

- (a) Formal Classroom Observations. New teachers and probationary teachers will have formal observations at least two (2) times per school year, once per semester. All other teachers will receive at least one formal observation per school year. All formal observations will last no less than forty-five (45) minutes. All formal classroom observations will be preceded by a pre-observation conference and followed by a post-observation conference. Formal observations shall take place no sooner than

the fourth week of a semester, and no later than two (2) weeks prior to student final examinations.

The Parties agree that once each year a teacher or the evaluation team may request an additional formal observation, with the understanding that priority is given to teachers at risk of or in the process of discipline or performance management.

- (b) Unannounced Classroom Observations. The Principal or Assistant Principal(s) may additionally conduct as many unannounced classroom observations as they deem necessary, without prior notice to the teacher. Unannounced observations may be used in the calculation of a teacher's summative evaluation rating, but no more than three (3) unannounced classroom observations may be so used. If the unannounced observation is to be used in the calculation of the teacher's summative rating, it must be at least fifteen (15) minutes in duration. Unannounced observations may focus on evaluating only a subset of the Charlotte Danielson Framework for Teaching Domains (as set forth in Appendix A) but Domain 4 will not be evaluated during unannounced classroom observations. Evaluators will provide bargaining unit members with written feedback within three (3) instructional days of an unannounced observation.

6.3.6. Pre- and Post-Observation Conferences:

- (a) Pre-observation conferences will be scheduled with no less than 48-hours notification to the teacher.
- (b) Pre-observation conferences between the teacher and the evaluator will take place a minimum of two (2) to five (5) school days prior to the formal classroom observation. Pre-observation conferences prior to a formal classroom observation are private, interactive discussions between the evaluator and the teacher during which the following topics may be discussed: lesson and unit plans, portfolios of student work, student issues, resource needs, areas in which the teacher wishes to have focused feedback from the evaluator, and other professional practice issues identified by the teacher or evaluator.
- (c) Each formal observation shall take place when the instructional module discussed at the pre-conference is to be taught.
- (d) Post-observation conferences between the teacher and the evaluator will take place within ten (10) school days following an observation and are private. During the post-observation conference, the evaluator will provide the teacher feedback and

copies of the "IHSCA Teacher Observation and Coaching Tool" and/or "IHSCA Observation Rubric" the evaluator completed during the observation. Both the teacher and evaluator will sign and date the Observation Tool and Rubric document(s), and the teacher will be provided a copy. The teacher's signature indicates receipt of the document and not necessarily agreement with its contents.

6.3.7. Summative Ratings. At the end of the school year, a summative evaluation rating for each teacher will be calculated by averaging the teacher's formal classroom observation(s), and up to three (3) unannounced observations, for the school year. IHSCA will provide teachers with their summative evaluation ratings no later than their last official day of attendance. The summative evaluation rating shall be in writing, include the dates of each of the observations and conferences, comments and observation scores/feedback. The teacher and the evaluator will sign and date the summative rating document and the teacher will be provided with a copy. The teacher's signature indicates receipt of the document and not necessarily agreement with its contents.

6.4. Non-Teaching Educators Evaluation.

6.4.1. For the purposes of this section, "Non-Teaching Educators" (NTEs) is defined as academic advisors, social workers, case managers, librarian, and nurses. For the remainder of this section, "NTE" refers to all of these positions. The Parties agree that while case manager is a teaching position, any employee with this title will be evaluated using the evaluation framework described below.

6.4.2. Orientation. IHSCA NTE's will receive an orientation session on the IHSCA evaluation rubric and the evaluation procedure during or before the first week of the school year prior to student attendance, but not later than the 5th day of student attendance, unless they are hired to the school after the 5th day. NTEs hired after the first week of the school year will receive said orientation within the first week after their hiring and a copy of the evaluation criteria and procedures will be provided to every NTE.

6.4.3. Evaluator. All IHSCA NTEs will be evaluated by their immediate supervisor or their designee. NTE Evaluators will meet with NTEs at the beginning of the year in order to develop an individualized list of priority areas for workshops and professional development. This meeting will take place each year by the last work day in September or within two (2) weeks of the NTE's date of hire.

6.4.4. Evaluations

- (a) Non-teaching staff members will be evaluated by their immediate supervisors using the Evaluation Framework, attached hereto as Appendix A.
- (b) All non-teaching staff members will be evaluated twice per year. The evaluation will take place no later than thirty (30) days prior to the end of the school year.

- (c) Non-teaching staff members will be given three (3) days' advance notice prior to the evaluation date.
- (d) To the extent a deficiency is identified in any of the performance areas, a review will be conducted and a directive for improvement memorandum will be provided to the NTE member, including the necessary direction for the member to correct the deficiencies.
- (e) The NTE member will meet with his or her immediate supervisor monthly or as needed to review performance progress.

6.4.5. Throughout the school year, evaluator(s) will conduct at least two (2) observations and/or walk-throughs of one of the following for academic advisors, case managers and social workers, and Deans of Students:

- (a) Parent meeting
- (b) Group session
- (c) Advisor workshop
- (d) Student/parent training
- (e) Individual advising session
- (f) Individual therapy session (if applicable)

6.4.6. Each informal observation/walk-through will last no less than five (5) minutes and written feedback will be given within five (5) school days of the observation/walk-through.

6.5. Remediation.

6.5.1. Bargaining Unit Members who are rated as unsatisfactory after one (1) formal observation will be placed on a remediation plan, developed by the Principal or Assistant Principal(s) in consultation with the bargaining unit member.

6.5.2. Remediation plans will specifically identify, in writing, the areas for improvement with targeted outcomes and/or activities that must be completed in order to address such areas. The remediation period shall be sixty (60) days, during which time the bargaining unit member will be formally observed at least twice.

6.5.3. If at the end of the remediation period the Bargaining Unit Member does not meet the objectives set forth in the remediation plan, the Bargaining Unit Member shall be deemed to have not remediated. At that point, the Principal may choose to: (1) terminate the Bargaining Unit Member or (2) extend the remediation plan period for the purpose of providing the bargaining unit member further opportunity to remediate prior to recommendation for termination.

6.5.4. The evaluation process, and any employment decisions related to Bargaining Unit Member performance, shall be governed by this Article, not the procedures set forth in Article 6, Section 6, herein governing progressive discipline. Nothing herein prevents Bargaining Unit Members from filing a grievance for cause relating to performance-related employment decisions under Article IX.

6.6. Discipline.

6.6.1. A Bargaining Unit Member may be disciplined for cause. Generally, discipline for a similar infraction shall be progressive in nature and follow these steps:

Step one: Verbal Communication (with written summary)

Step two: Written warning

Step three: Suspension(s) with or without pay

Step four: Dismissal

6.6.2. Any of these steps may be skipped based upon the severity of the alleged action at the determination of IHSCA.

6.6.3. No discipline shall be issued until the Bargaining Unit Member is given due process in accordance with the procedures for progressive discipline set forth in this Agreement. Due process shall generally mean that for Steps 2 through 4, the Bargaining Unit Member and the Union will be apprised of any alleged act, which has led to an investigation in writing. The Bargaining Unit Member will be provided with an opportunity to respond to the charges at an investigatory meeting before a final determination is made. The Bargaining Unit Member shall have the right to Union representation during any investigatory or disciplinary meeting pursuant to Steps 1 through 4. For discipline issued pursuant to Step 1, the Bargaining Unit Member and the Union will receive a short written summary of the issue, which led to the verbal communication within three (3) days after the communication was made.

6.6.4. 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" if there is just cause.

6.7. Renewal, Resignation and Dismissal.

6.7.1. Resignation. An educator wishing to resign from IHSCA shall attempt to give the school as much notice as possible. When an educator must resign during the school year, a two (2) week notice is preferred. Educators planning not to return for the coming year should make every effort to inform IHSCA by April 1.

6.7.2. Renewal and Dismissal.

(a) Probationary Period: In the first complete school year of employment with IHSCA (defined as the period between the first

day of the second pay period and the last day of the school year), an educator shall be considered probationary and may be released during or at the end of the school year pursuant to the procedures set forth in the IHSCA Employee Handbook. Such probationary period may be extended for an additional complete school year based upon the recommendation of the IHSCA Principal. The Parties agree that the Principal will meet with Union officers to discuss such recommendations, with the understanding that the final decision lies with the Principal. With regard to a decision to dismiss, a probationary educator shall not have access to the contractual grievance procedure; however, such Bargaining Unit Member may pursue an appeal through the procedures found in the IHSCA Employee Handbook.

- (b) Renewal of Probationary Educators: Probationary Educators shall be tentatively informed of renewal decisions for the coming year no later than April 15 of each year and final renewal decisions will be made in writing no later than the last day of school, provided, however, that in the event that student enrollment in the coming year decreases by more than 5%, probationary educators may be informed of non-renewal decisions based on decreased enrollment no later than September 15.
- (c) Non-Probationary Educators: Educators who have completed the probationary period shall be considered non-probationary Educators.

6.8. Layoff and Recall Provisions.

6.8.1. In the event IHSCA 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 and will be entitled to a neutral letter of recommendation from IHSCA. Reduction in force decisions shall be made based upon a holistic look at job performance, specialty/certification and seniority, with job performance being a primary consideration.

6.8.2. Teachers who have proficient or better performance ratings shall be, upon request, put on a recall list for one year 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. In accordance with Sections 6.2 (a) and (b) of this article, probationary teachers who are recalled shall continue on probationary status until that status is completed.

6.9. Personnel Files.

IHSCA 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 educator'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 Human Resources office.

ARTICLE VII. WORKING CONDITIONS

7.1. Job Descriptions and New Employee Support.

All employees will be given an official IHSCA job description during new teacher orientation. Consistent with Article 6, Section 1 of this Agreement, IHSCA agrees to provide new instructional Bargaining Unit Members with opportunities for professional development. Support for new instructional Bargaining Unit Members may include an induction and mentoring program and time devoted to learning and training in the IHSCA Evaluation System.

7.1.1. Induction and Mentoring. The Parties agree that teacher induction and mentoring can provide meaningful support for early-career teachers. IHSCA endeavors to provide first-year Bargaining Unit Members with high-quality induction and mentoring opportunities, as well as access to new-teacher orientation.

7.2. Illinois Professional Educator License Expectations.

Teachers without licensure will work with the Principal to agree upon a Teacher Licensure Plan (TLP), which details a timeline of courses and/or licensure test/s completion.

7.2.1. Currently employed teachers.

Currently employed teachers will meet with the principal to:

- (a) Create and agree to a written TLP, if it does not already exist; or
- (b) Modify their current written TLP, if one already exists; or
- (c) Review their progress according to an existing TLP.

The TLP will be signed by both the teacher and the Principal, and will be filed in each teacher's Human Resources file.

Currently employed teachers are expected to complete their licensure within the timeline set forth in the TLP.

7.2.2. New Teachers.

Teaching staff hired without licensure after this contract goes into effect will meet with the Principal upon their hiring to create and agree upon a (TLP), and will be expected to complete the licensure process within three (3) years of their date of hire or at the end of their TLP. If an unlicensed teacher foresees he/she will not become licensed within the expected

timeline, the teacher may meet with the principal four (4) months prior to the end of their third contract year to discuss a possible extension of the TLP.

If a teacher does not complete licensure within six (6) IHSCA semesters, and an extension to the TLP has not been approved, the teacher may be terminated, unless IHSCA determines, at its discretion, that such termination is not in the best interests of its students (based on continuity of programs, curriculum, consistently high-level instruction, student engagement, compliance with school policies and commitment to IHSCA's mission). In the event of termination, IHSCA will post the position internally for 48 hours on the internal website prior to making the vacant position public. Should the administration not be able to locate a candidate that possesses the knowledge and skills necessary to meet the needs of the students, the administration may re-hire the individual for a one (1)-year contract. The re-hired teacher would receive a salary commensurate with their previous record of service at IHSCA and would not lose their years of service. If the teacher becomes licensed during the term of their one (1)-year contract, they will receive the protections of a licensed teacher.

7.3. Work Year.

The Parties agree that for the 2017-2018 school year, unless otherwise stated below, Bargaining Unit Members will work a total of 192 days. This work year will include 182 student instruction days, 4 intersession days (including one half (1/2) day of self-directed time), 3 administration-directed professional development days, 2 report card pick-up days, 1 day for graduation and as needed, 3 emergency days.

Additionally, the following Bargaining Unit Members will work additional days during the summer, as provided herein, to be paid on a per diem rate: Social Workers (ten (10) days); Academic Advisors (fifteen (15) days); Paraprofessionals (five (5) days).

7.4. Work Day.

The standard work day for Bargaining Unit Members will be eight (8) hours and will contain the following components:

7.4.1. Staff Start and End Times:

- (a) The start of the day for all staff members will be 7:45 AM. The dismissal time for all staff members will be 3:45 P.M.

7.4.2. Student Start and End Times:

- (a) The start of the day for all students will be 7:45 A.M.. The dismissal time for all students on Monday through Thursday will be 3:45 P.M. The dismissal time for all students on Friday will be 1:36 P.M.

7.4.3. Number of Periods per Day. The school day will consist of five (5) periods per day, each period totaling 82 minutes.

7.4.4. Staff Schedule. Staff will have the following schedule:

- (a) Up to three (3) 82-minute teaching periods per day.
- (b) At least two (2) planning periods totaling not less than 82-minutes each per day, provided, however that:
 - (i) One (1) 82-minute planning period per week may be used for professional development.
 - (ii) On school-wide/grade-level assessment days, planning periods for all teachers may be reduced to accommodate assessment parameters.
- (c) Friday afternoons will be utilized for professional development, except as provided for in Article 7, Section 9.

7.5. Teacher Balance.

The Parties agree that IHSCA will endeavor to consider number of preps, number of classes taught and number of students a teacher sees each day when assigning teacher workload.

7.5.1. A prep is defined as the work required to prepare for a class that is unique in content or curriculum.

7.5.2. If a teacher feels their workload may be challenging, the teacher may request a conference with the Principal or other appropriate administrator.

7.5.3. The request will be made in writing

7.5.4. Through this dialogue, potential resolutions will be discussed, including without limitation, a reduction in the number of classes or students taught, change in teacher schedule, teacher aide or other instructional support, reduction of ancillary duties, and such other ideas that may present opportunities for resolution.

7.5.5. The Principal or other appropriate administrator will provide documentation to the teacher of the outcome of the meeting.

7.5.6. If the Parties agree that the workload is still unbalanced, a meeting between the affected Bargaining Unit Member, the appropriate administrator and a Union representative will occur to discuss monetary compensation.

7.6. Lunch.

Bargaining Unit Members will have a lunch period of not less than thirty (30) minutes per day 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 work day.

7.7. Non-Teaching Educators Flex Time.

IHSCA agrees to continue its practice, for non-teaching Bargaining Unit Members who are required by their supervisors to work outside regularly scheduled hours, of showing scheduling flexibility in allowing such Bargaining Unit Members time off during regularly scheduled hours to recognize this contribution. Such time off must be scheduled with the Bargaining Unit Members' supervisors and taken within one (1) month.

7.8. Grading Requirement.

With the exception of advisory students, Bargaining Unit Members will enter four (4) grades per student in a three (3)-week period. Grades may consist of tests, quizzes, homework assignments, projects, class participation or work done during class.

7.9. Student Progress Requirement.

Students will receive progress reports every three (3) weeks. On the Friday afternoon following the delivery of progress reports teachers will meet with students receiving D's and F's to discuss progress. Student meetings must be documented in the student information system by the teacher.

7.10. Teaching Staff Internal Substitution.

7.10.1. Internal substitution is defined as one Bargaining Unit Member covering a class or duty for another Bargaining Unit Member in lieu of a planning or lunch period.

7.10.2. Whenever a Bargaining Unit Member performs internal substitution, he or she shall fill out a timesheet and be compensated on the next pay period. Internal substitution shall be compensated at a rate of \$45 per period, Monday through Thursday; \$40 per period for periods 1,2,4,5 on Friday; \$50 per period 3 only on Friday.

7.11. Class Size.

The Parties agree that smaller class sizes create better learning environments for students. To that end, IHSCA shall endeavor to maintain a campus staffing ratio of 28 students to one (1) regular education classroom teacher. IHSCA shall endeavor to maintain a staffing ration of 26 students to one regular education classroom teacher in science laboratory classrooms.

7.11.1. The Parties understand and agree that ratios may need to be adjusted during the start of each semester, and that the above targets should be met by the full enrollment date of each semester.

7.11.2. If, after the full enrollment date, these ratios are exceeded, if requested by the Bargaining Unit Member, there will be a conference between the affected Bargaining Unit Member and the Principal. Through this dialogue, resolutions will be discussed, including without limitation, lower class sizes, teacher aide or other instructional support, reduction of ancillary duties, and such other ideas that may present opportunities for resolution.

7.11.3. In the event that IHSCA is not able to offer any of the aforementioned resolutions and the aggregate class size, defined as the total number of students in all classes, for the teacher exceeds an average of 30 students per class, the Parties agree that the affected Bargaining Unit Member shall be compensated at the rate of one dollar (\$1.00) per student per day for every student over the aggregate number of 30 students per class. The aggregate class size shall be calculated at the full enrollment date of each semester. If during a semester, but after the count at the full enrollment date of the semester, a teachers class size exceeds the average of 30 per class on aggregate or increases from initial enrollment numbers that were already in excess, the additional amount shall be paid beginning on the day that the enrollment creating such excess occurred.

7.12. Notice of Assignment.

All teachers will receive notice of their tentative assignment for the following school year by June 1st.

ARTICLE VIII. WAGES AND BENEFITS

8.1. Salary.

8.1.1. Salary Increases: All Bargaining Unit Members will receive a 2.0% increase for the 2017-2018 school year.

8.1.2. Starting salaries for new employees will be set in accordance with the salary schedule found in Appendix B of this contract. Management will apply this salary schedule as follows:

- (a) Lanes of education experience marked 1 through 4 will be applied based on the prospective employee's education level;
- (b) Years of high school experience outside of IHSCA but inside of the United States are counted at a rate of one-half (1/2) for each full year of experience;
- (c) Management may offer a starting salary between step 0 and seven steps beyond the counted years of high school experience (example: an employee with a bachelor's degree, teacher licensing and ten years of high school experience could be offered a salary between \$45,000 (step 0) and \$53,802.82 (step 12, seven steps beyond step 5 for years of experience); and
- (d) The Parties agree that the salary schedule in Appendix B will remain in effect for the duration of this contract.

8.1.3. Adjustments for advanced education, upon verification to IHSCA of such change in education, will be made as follows in the year following the verification:

- (a) A Bargaining Unit Member moving from bachelor's degree without teacher license to bachelor's degree plus teacher license will receive a salary increase of \$5,000;
- (b) A Bargaining Unit Member moving from bachelor's degree without teacher license to master's degree in relevant field of study plus teacher license will receive a salary increase of \$9,500;
- (c) A Bargaining Unit Member moving from master's degree without teacher license to master's degree plus teacher license will receive a salary increase of \$6,000;
- (d) A Bargaining Unit Member moving from bachelor's degree with teacher license to master's degree in relevant field of study with teacher license will receive an increase of \$4,500;
- (e) Instructions, forms and deadlines for submitting verification will be given to all Bargaining Unit Members no later than September 1, 2017; and
- (f) While pursuit of additional degrees is not discouraged, the Parties agree that no additional compensation will be given for a Bargaining Unit Member who receives an additional bachelor's degree, master's degree, or additional teacher license.

8.1.4. Salary payments shall be made on a twenty-four (24) paycheck schedule. Annualized salary is divided equally across 24 paychecks and paid on the 15th and the last business day of each month.

8.1.5. "Per Diem" Rates:

- (a) A "*per diem*" rate for Bargaining Unit Members shall be based on 192 days for the 2017-2018 school year.

8.1.6. Paid Extra Duties:

- (a) Clubs - \$4,000 will be available each year for club compensation. Management, with input from the Cultural Team, will set the priorities each year for the clubs to be funded and the stipend allotments for each club;
- (b) Summer curriculum work will be compensated at the rate of \$24 per hour;
- (c) Large class size, in accordance with Article VII Section 16, will be compensated at the rate of one dollar (\$1.00) per student per day for every student over the aggregate number of 30 students in each class.

8.2. Insurance Benefits.

8.2.1. Health Insurance. IHSCA shall make available both HMO and PPO health insurance plans for all Bargaining Unit Members. The Bargaining Unit Member may elect single, single plus spouse, single plus children, or family coverage. IHSCA shall contribute an amount, which is equal to 70% of the HMO premium cost for the elected health insurance plan. IHSCA's goal is to continue to offer Blue Cross Blue Shield as their insurance provider. IHSCA will commit to make sure Bargaining Unit Members are apprised of pertinent information regarding potential insurance changes prior to any changes being made. IHSCA will further commit to a discussion with the Union President if any such changes are contemplated during the life of this contract.

8.2.2. Dental Insurance. IHSCA shall make available both HMO and PPO dental insurance plans for all Bargaining Unit Members. The Bargaining Unit Member may elect single, single plus spouse, single plus children, or family coverage. IHSCA shall contribute an amount, which is equal to 70% of the HMO premium cost for the elected dental insurance plan.

8.2.3. Long Term Disability Insurance. IHSCA shall make available a long term disability plan for all Bargaining Unit Members at no cost to the Member.

8.2.4. Short Term Disability Insurance. IHSCA shall make available a short term disability plan for all Bargaining Unit Members at no cost to the Member.

8.2.5. Life Insurance. IHSCA shall make available a life insurance plan in the amount of \$25,000 for all Bargaining Unit Members at no cost to the Member.

8.3. Leaves.

8.3.1. Sick Leave. All Bargaining Unit Members are entitled to eight (8) days of paid sick leave to be awarded at the start of each 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. Unused sick days are carried over from year to year with no limit to accumulation. Sick leave days shall be reported to the Chicago Teachers' Pension Fund upon separation from IHSCA. A Bargaining Unit Member who uses more than three (3) consecutive sick leave days may be required to provide a doctor's certification.

8.3.2. Sick Day Layering with Short Term Disability. A Bargaining Unit Member on short term disability may use sick days in one-half day increments during his or her leave as supplement to the short term disability payment.

8.3.3. Personal Leave. All Bargaining Unit Members are entitled to three (3) 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 (10) 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 6:00 a.m. on the day of the absence. Unused personal days are converted to sick days at the end of the school year.

8.3.4. Family Medical Leave. IHSCA recognizes that certain circumstances, such as personal illness, illness of a family member, or the birth, adoption or placement of a child, may require an employee to be away from work for an extended period of time. IHSCA 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 for qualified reasons. Specific provisions govern the use of FMLA. Detailed information regarding IHSCA's policy can be found in the IHSCA Employee Handbook.

8.3.5. Bereavement Leave. Bargaining Unit Members will be granted up to five (5) 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.

8.3.6. Jury Duty Leave. Bargaining Unit Members will be granted paid time off for up to two (2) weeks while serving on jury duty. This will be extended if the Bargaining Unit Member 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 IHSCA. Prompt notification to the Principal of jury duty summons is required.

8.3.7. Unpaid Leave of Absence. A Bargaining Unit Member may request an unpaid leave of absence of up to one full school year. Granting of such leave is at the sole discretion of IHSCA. Bargaining Unit Members must make the request in writing to the CEO as soon as possible. A Bargaining Unit Member on a leave of absence of one full school year or the second semester of the school year must inform the school in writing of his or her intent to return to employment the following year no later than April 1st. A Bargaining Unit Member 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 Bargaining Unit Member on leave shall have no expectation to return to the same assignment s/he held when the leave commenced, however a full time employee shall be returned to a full time position.

8.4. Pension and Retirement Matters.

8.4.1. Certified Bargaining Unit Members shall pay 2% of salary as the employee contribution to the Chicago Teachers' Pension Fund.

8.4.2. IHSCA shall contribute an amount equal to 7% of each Bargaining Unit Member's base salary as the employer contribution to the Chicago Teachers' Pension Fund. This payment is in addition to the actual salary paid to the employee (also known as the "*pension pick up*"). The parties understand that CPS is expecting to directly contribute 10.6% of employee salaries to the Chicago Teachers' Pension Fund directly, but IHSCA has no control over and is not responsible for any amount beyond the 7% contribution.

8.4.3. Bargaining Unit Members may choose to participate in IHSCA'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 IHSCA into a retirement plan chosen by the Member. Such 403 (b) plans are portable at separation.

8.4.4. At the time of separation from IHSCA, accumulated sick days shall be submitted to the Chicago Teachers' Pension Fund into the account of said employee. No pay out of accumulated sick days shall be made by IHSCA.

ARTICLE IX. GRIEVANCE PROCEDURE

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

9.1. 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.

9.2. Grievance – Defined.

A "grievance" shall mean a written formal complaint that there has been a violation or misinterpretation of any of the provisions of this Agreement; involving a work situation; a complaint that there has been a deviation from, misinterpretation of or misapplication of a practice or policy. A Bargaining Unit Member, the Union or IHSCA may file a grievance.

Process:

9.3. 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 Supervisor.

9.4. Procedure for Adjustment of Grievance.

9.4.1. Step 1— Principal:

- (a) In the event the matter is not resolved informally, any Party may appeal to the Principal. The problem shall be stated in writing and submitted as a grievance to the Principal within twenty-one (21) days following the act or condition which is the basis of the grievance or within twenty-one (21) days following the date by which the Bargaining Unit Member or Union should have

reasonably known of the act or condition giving rise to the grievance or within thirty twenty-one (21) days of the Informal Conference.

- (b) Within seven (7) days of receiving the grievance, the Principal shall hold a formal conference (with a Union representative if so desired), barring unusual scheduling circumstances.
- (c) 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 five (5) days of the formal conference.

9.4.2. Step 2— Chief Executive Level:

- (a) If the grievance is not resolved, any Party may appeal to the Chief Executive Officer of Instituto del Progreso Latino within ten (10) days after receiving the decision of the Principal. 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.
- (b) The CEO shall facilitate a meeting within five (5) 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) days after receiving the appeal, the CEO shall communicate his/her decision, in writing, together with supporting reasons, to the Principal, the Supervisor, the Grievant, and to the Union representative.
- (c) At this point, the Parties may jointly agree to request mediation services from FMCS prior to arbitration.

9.4.3. Step 3— Arbitration:

- (a) If the grievance is not resolved, any Party may submit it for arbitration within fifteen (15) days after receiving the CEO decision at Step 2. If any Party refers a grievance in timely fashion to arbitration, the following provisions shall be applicable:
- (b) 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.

- (c) 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 IHSCA, the Union and the Bargaining Unit Members.
- (d) The fees and expenses of the arbitrator shall be divided equally between IHSCA and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

9.4.4. General Provisions:

- (a) 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.
- (b) No Bargaining Unit Member at any stage of the formal grievance process shall be required to meet with an administrator without Union representation.
- (c) For grievances arising from the action of authority higher than the Principal, such as those related to payroll or reductions in force, the grievance process should initiate at Step 2 of the Grievance process.
- (d) 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 2 — Chief Executive Level.
- (e) 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, up to and including arbitration.

- (f) 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. The Parties will work to schedule grievance timelines as not to interfere with any employee's prior scheduled days off.

ARTICLE X. LEGAL AND TECHNICAL CLAUSES

10.1. Non-Discrimination Clause.

In accordance with applicable federal and state law, neither the Union nor any officer or employee of IHSCA, 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. Educators shall be free to join or not to join any organization representing Educators without interference or penalty.

10.2. Successor Clause.

IHSCA 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.

10.3. No Strikes.

During the Term of this Agreement, the Parties agree that the Bargaining Unit Members shall not engage in a strike of any length.

10.4. No Lock Out.

During the Term of this Agreement, IHSCA agrees that it shall not lockout any Bargaining Unit Members.

10.5. 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.

10.6. 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.

10.7. Precedence of Agreement.

If there is any material conflict between IHSCA and/or written IHSCA policies or written IHSCA 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 Bargaining Unit Member's individual contract of employment, the written terms of this Agreement shall govern.

10.8. Duration of Agreement.

This Agreement shall become effective upon ratification by the Board and the Union and shall continue to be in effect until the day prior to the start of the 2018-2019 school term.

This Agreement is signed this _____ day of August __, 2017.

IN WITNESS THEREOF:

President, IFE, IFT-AFT

Secretary, IFE, IFT-AFT

INSTITUTO HEALTH SCIENCES CAREER
ACADEMY

By: _____
Name: _____
Title: Chairman, Board of Principals

INSTITUTO HEALTH SCIENCES CAREER
ACADEMY

By: _____
Name: _____
Title: President & CEO

APPENDIX A

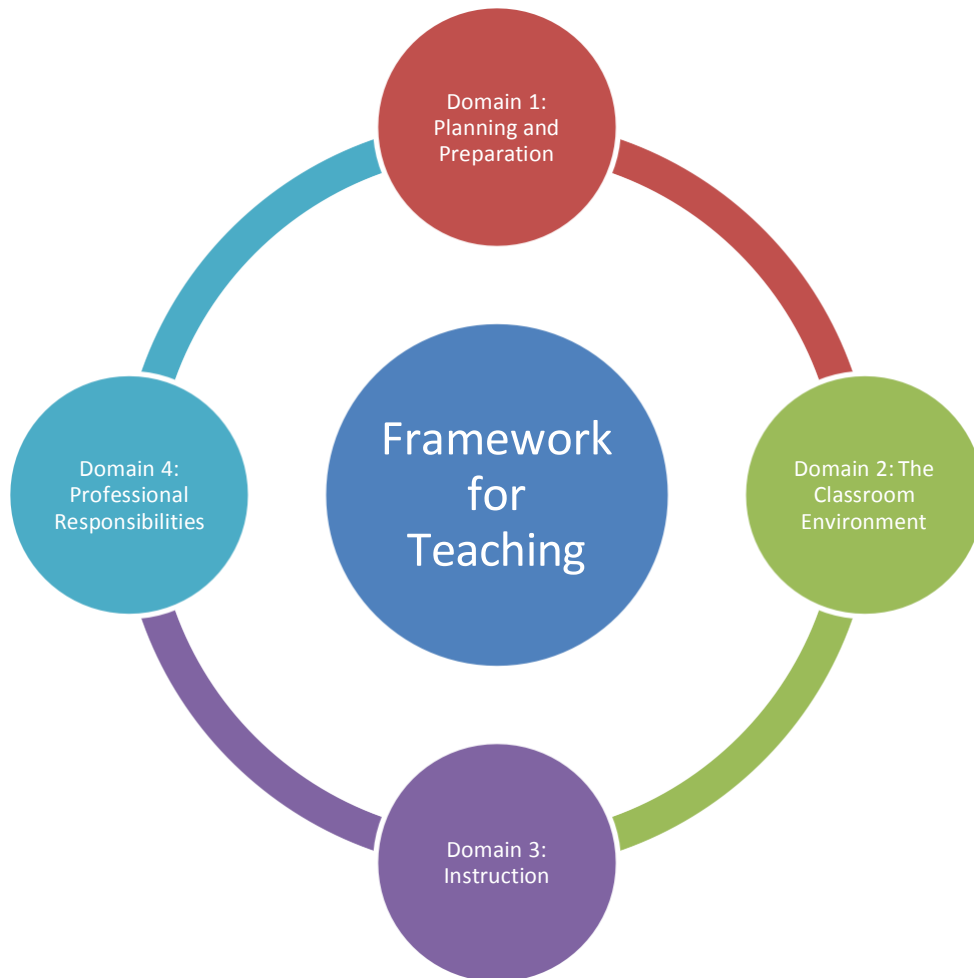
IHSCA Hiring Salary Schedule 2017 - 2018					
1.50% between Steps					
	Lane P	Lane 1	Lane 2	Lane 3	Lane 4
Yrs. of Service	Paraprofessional	BA/BS	Masters	BA/BS/Licensed	Master/Licensed
0	30,000.00	40,000.00	43,500.00	45,000.00	49,500.00
1	30,450.00	40,600.00	44,152.50	45,675.00	50,242.50
2	30,906.75	41,209.00	44,814.79	46,360.13	50,996.14
3	31,370.35	41,827.14	45,487.01	47,055.53	51,761.08
4	31,840.91	42,454.54	46,169.31	47,761.36	52,537.50
5	32,318.52	43,091.36	46,861.85	48,477.78	53,325.56
6	32,803.30	43,737.73	47,564.78	49,204.95	54,125.44
7	33,295.35	44,393.80	48,278.25	49,943.02	54,937.32
8	33,794.78	45,059.70	49,002.43	50,692.17	55,761.38
9	34,301.70	45,735.60	49,737.46	51,452.55	56,597.80
10	34,816.22	46,421.63	50,483.53	52,224.34	57,446.77
11	35,338.47	47,117.96	51,240.78	53,007.70	58,308.47
12	35,868.55	47,824.73	52,009.39	53,802.82	59,183.10
13	36,406.57	48,542.10	52,789.53	54,609.86	60,070.85
14	36,952.67	49,270.23	53,581.37	55,429.01	60,971.91
15	37,506.96	50,009.28	54,385.09	56,260.44	61,886.49
16	38,069.57	50,759.42	55,200.87	57,104.35	62,814.78
17	38,640.61	51,520.81	56,028.88	57,960.91	63,757.01
18					

	39,220.22	52,293.63	56,869.32	58,830.33	64,713.36
19	39,808.52	53,078.03	57,722.36	59,712.78	65,684.06
20	40,405.65	53,874.20	58,588.19	60,608.48	66,669.32
21	41,011.73	54,682.31	59,467.02	61,517.60	67,669.36
22	41,626.91	55,502.55	60,359.02	62,440.37	68,684.40
23	42,251.31	56,335.09	61,264.41	63,376.97	69,714.67
24	42,885.08	57,180.11	62,183.37	64,327.63	70,760.39
25	43,528.36	58,037.81	63,116.12	65,292.54	71,821.80

APPENDIX B

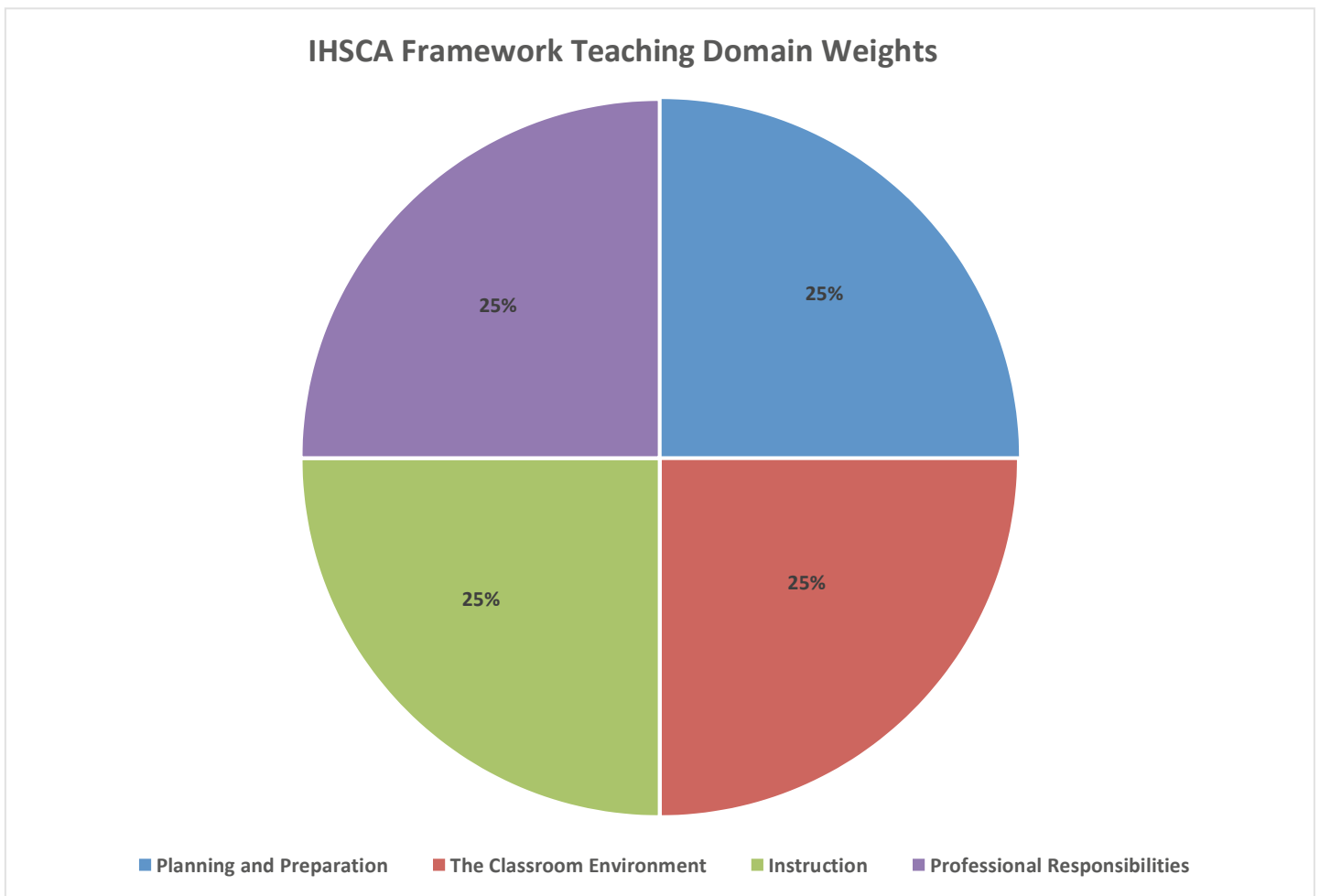
Teacher Evaluation

IHSCA's Framework for Teaching is a modified version of Charlotte Danielson's Framework for Teaching. The IHSCA's Framework for Teaching is rooted in Danielson's four domains:



Domain	Brief Summary
1: Planning and Preparation	The critical behind the scenes work of organizing for classroom instruction.
2: The Classroom Environment	The culture of the classroom characterized by the relationships and management of the room for the purpose of learning.
3: Instruction	The interactive work that teachers undertake to transmit content and knowledge to students.
4: Professional Responsibilities	Demonstrates a teacher's commitment to high ethical and professional standards as they seek to improve their practice

For the purpose of determining a teacher's rating, the following weights have been assigned to each domain:



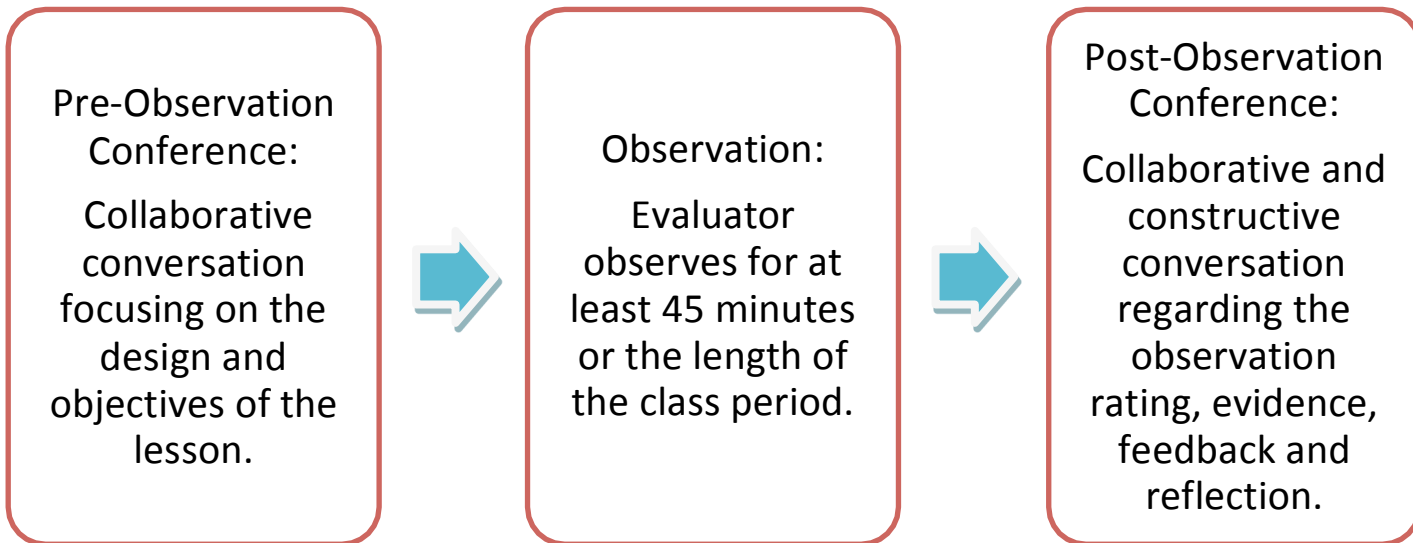
The components of each domain can be found below:

Domain 1: Planning and Preparation	Domain 2: Classroom Environment
1a: Demonstrating Knowledge of Content and Pedagogy	2a: Creating an Environment of Respect and Rapport
1b: Demonstrating Knowledge of Students	2b: Establish a Culture for Learning
1c: Selecting Learning Objectives	2c: Managing Classroom Procedures
1d: Designing Coherent Instruction	2d: Managing Student Behavior
1e: Designing Student Assessment	
Domain 4: Professional Responsibilities	Domain 3: Instruction
4a: Reflecting on Teaching and Learning	3a: Communicating with Students
4b: Maintaining Accurate Records	3b: Using Questioning and Discussion Techniques
4c: Communicating with Families	3c: Engaging Students in Learning
4d: Growing and Developing Professionally	3d: Using Assessment in Instruction
4e: Demonstrating Professionalism	3e: Demonstrating Flexibility and Responsiveness

The evaluation cycle at IHSCA will consist of both formal and informal observations.

Formal Observation Process

A formal observation cycle consists of a “Pre-Observation Conference”, “Observation” and a “Post-Observation Conference”.



Informal Observation Process

An informal observation cycle consists of the observation, and if requested, a Post-Observation Conference.

Observation:

Unannounced observation
that lasts at least 15
minutes.



**Post-Observation
Conference:**

In person conference CAN be
facilitated but is NOT
necessary. Written feedback
is provided to teacher.

IHSCA Framework for Teaching Observation Form

Teacher: _____ Course: _____ Period: _____ Date: _____

Observation Type: _____

Scores calculated based on the following scale: Unsatisfactory=1, Basic=2, Proficient=3, Distinguished=4

Domain 1	1a: Demonstrating Knowledge of Content and Pedagogy	Rating	Evidence/Data
	1b: Demonstrating Knowledge of Students		
	1c: Selecting Learning Objectives		
	1d: Designing Coherent Instruction		
	1e: Designing Student Assessment		

Domain 2	2a: Creating an Environment of Respect and Rapport	Rating	Evidence/Data
	2b: Establish a Culture for Learning		
	2c: Managing Classroom Procedures		
	2d: Managing Student Behavior		

Domain 3	3a: Communicating with Students	Rating	Evidence/Data
	3b: Using Questioning and Discussion Techniques		
	3c: Engaging Students in Learning		
	3d: Using Assessment in Instruction		
	3e: Demonstrating Flexibility and Responsiveness		

Domain 4	4a: Reflecting on Teaching and Learning	Rating	Evidence/Data
	4b: Maintaining Accurate Records		
	4c: Communicating with Families		
	4d: Growing and Developing Professionally		
	4e: Demonstrating Professionalism		

	Planning and Preparation: 25%	Formal	Formal	Informal	Informal	Component Average	Domain Average	Weight	Weighted Domain Score
	Date of Observation								
Domain 1	1a: Demonstrating Knowledge of Content and Pedagogy								
	1b: Demonstrating Knowledge of Students								
	1c: Selecting Learning Objectives								
	1d: Designing Coherent Instruction								
	1e: Designing Student Assessment								
					Domain Average				
	The Classroom Environment: 25%	Formal	Formal	Informal	Informal	Component Average	Domain Average	Weight	Weighted Domain Score
	Date of Observation								
Domain 2	2a: Creating an Environment of Respect and Rapport								
	2b: Establish a Culture for Learning								
	2c: Managing Classroom Procedures								
	2d: Managing Student Behavior								
					Domain Average				
	Instruction: 25%	Formal	Formal	Informal	Informal	Component Average	Domain Average	Weight	Weighted Domain Score
	Date of Observation								
Domain 3	3a: Communicating with Students								
	3b: Using Questioning and Discussion Techniques								
	3c: Engaging Students in Learning								
	3d: Using Assessment in Instruction								
	3e: Demonstrating Flexibility and Responsiveness								
					Domain Average				
	Professional Responsibilities: 25%	Formal	Formal			Component Average	Domain Average	Weight	Weighted Domain Score
	Date of Observation								
Domain 4	4a: Reflecting on Teaching and Learning								
	4b: Maintaining Accurate Records								
	4c: Communicating with Families								
	4d: Growing and Developing Professionally								
	4e: Demonstrating Professionalism								
					Domain Average				
						Overall Average	Domain Averages/4		
						Summative Rating			