COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE CHICAGO TEACHERS UNION
LOCAL 1, IFT-AFT/AFL-CIO

AND

PILSEN WELLNESS CENTER

2019 TO 2022
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ARTICLE I.  RECOGNITION

1.1  Employer Defined

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

1.2  Union Defined

The Union shall be understood to be the Chicago Teachers Union, Local 1, IFT-AFT, AFL-CIO, the exclusive representative which together with its officers and representatives shall be referred to in this Agreement as “CTU” or the “Union”.

1.3  Recognition

The Employer recognizes the Chicago Teachers Union (“Union”) as the exclusive collective bargaining representative of all full time and regular part time teachers employed by Pilsen Wellness Center at the Latino Youth High School, currently located at 2001 South California Avenue, Chicago, Illinois and excluding all other employees as defined by the National Labor Relations Act, (“bargaining unit”). The Employer, in response to the Union’s offer to show evidence of its majority status, recognizes the Union as the sole and exclusive representative on behalf of the employees covered under this Agreement. The Employer shall not challenge the Union’s status as majority representative, nor assert in any tribunal that the Union lacks majority support of the bargaining unit employees, during the term of this Agreement and any extensions thereof.

ARTICLE II.  DEFINITIONS

The following definitions shall apply in this Agreement:

2.1  “Agreement” means this collective bargaining agreement.

2.2  “Bargaining Unit Member” means any employee of Latino Youth High School who is included in the Bargaining Unit certified by the National Labor Relations Board (the “Board”) on May 1, 2013.
2.3 “Campus” means the Latino Youth High School campus currently located at 2001 South California Avenue, Chicago, Illinois. Such campus will not lose recognition in the event it is re-located or undergoes a name change.

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

2.5 “PWC” means the Employer, Pilsen Wellness Center.

2.6 “Grievance” A Grievance is a complaint involving a work situation; a complaint that there has been a deviation from, misinterpretation of or misapplication of a practice or policy; or a complaint that there has been a violation, misinterpretation or misapplication of any provisions of this Agreement.

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

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

2.9 “Parties” means Chicago Teachers Union, Local 1, AFT-IFT, AFL-CIO and Pilsen Wellness Center.

2.10 “Probationary Period” means any Bargaining Unit Member’s first 189 work days of employment.

2.11 “Teacher Professional Development Day” means any day of service required of Bargaining Unit Members for development, preparation, planning, or other professional activity that is not an Instructional Day, as defined in this Agreement.

2.12 “Union” means Chicago Teachers Union, Local 1, AFT-IFT, AFL-CIO.

2.13 “LYHS” means Latino Youth High School.

2.14 “YCCS” means Youth Connection Charter Schools.

2.15 “CPS” means Chicago Public Schools.
ARTICLE III. VISION STATEMENT

Latino Youth High School seeks to empower students to pursue academic, social, and emotional growth. Our faculty strives to create a foundation for life-long learning and establish democratic educational practices to transform the lives of our students so they become strong and financially secure adults who become leaders within our community.

ARTICLE IV. MANAGEMENT RIGHTS

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

4.1.1 To determine the qualifications for employment with PWC;

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

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

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

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

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

4.1.7 To determine staffing patterns and design, including, as necessary, any decision to lay off or reduce its workforce except that PWC agrees to take into account performance evaluations in making any such layoff decisions;
4.1.8 To determine the number and types of Bargaining Unit Members and other personnel required;

4.1.9 To operate LYHS including moving or modifying facilities;

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

4.1.11 To contract with any third party for services related to substitute teaching including, without limitation, the procedures for obtaining such contract and the identity of the third party;

4.1.12 To determine class size, class staffing and assignment, class schedules, academic calendar year, hours and places of instruction and student assessment policies;

4.1.13 To make and implement decisions concerning use and staffing of experimental or pilot programs and decisions concerning use of technology to deliver educational programs and services and staffing to provide the technology; and

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

4.2 The exercise of PWC’s rights, powers, authority, duties, and responsibilities, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law. The exercise of PWC’s rights, powers, and authority to direct, manage, and control its business and operations is in no way meant to be limited by the above-listed rights and authority as the list is not exhaustive.

4.3 PWC shall have the right to make or change and enforce any reasonable work rule, policy or practice not inconsistent with this Agreement. The failure by PWC to exercise any of the rights as provided in this paragraph shall not be construed as a waiver of these rights.
4.4 PWC retains its right to amend, modify or rescind any work rule, policy and practice referred to in this Agreement in cases of an emergency (as such is deemed an emergency by PWC in its reasonable exercise of judgment) when there is a clear and present danger to the safety of any student, Bargaining Unit Member or other person, or when failure to act would result in a violation of applicable law or possible cessation of operation of the School.

ARTICLE V. UNION RIGHTS

5.1 Union Access

PWC recognizes that authorized agents of the Union may need access to Bargaining Unit Members during non-instructional time within the instructional day. The Union recognizes the need for PWC to ensure that its school operates efficiently and that leadership/administrative team members are not unduly burdened by frequent, prolonged or unannounced visits. Consistent with these principles, authorized agents of the Union agree to follow PWC’s visitor policies, including notification to the Principal for any visit during the instructional day; in return, PWC agrees that authorized agents of the Union will not be unreasonably denied access to LYHS.

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

5.2 New Employee Orientation

The Employer will allow the Union 60 minutes of mutually agreed upon meeting time within two weeks of any newly hired teacher’s starting date for the new teacher and the Union to meet during the new teachers’ prep or lunch period, before or after school. There should be no loss of pay for any participating employees. Meeting time under this article will not count towards reserved meeting time under Article 5.4.

5.3 Information Sharing

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

5.4 Reserved Union Meeting Time

The UNION shall be allowed to meet for 60 minutes once per calendar month during the normal workday at times otherwise used for professional development. Unused time under this paragraph shall not roll over for future use. The UNION shall inform the Principal/Director of the date and time of such meetings at least 48 hours in advance.

5.5 Union Release Time

Union officials, as identified by the Union, shall have the right to utilize all or part of their lunch time and class planning period to conduct official Union business, so long as they notify the principal at least one (1) day in advance or upon principal approval. Use of any Union release time under this section must not interfere with PWC’s mission or the work responsibilities of the Union official or any other employee.

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

5.6 Union Leave Days

In addition, a total of ten (10) days per school per year shall be available to be divided amongst bargaining unit employees across the network at the Union's discretion to perform Union business. The Employer shall assume the salary costs of bargaining unit employees for the first 8 of days of Union release time used under this paragraph; the Union shall assume the salary costs of any of Union release time beyond 8 days. Up to three (3) bargaining unit employees may use Union release time on the same day. The
Union shall provide the Employer with twenty-four (24) hours’ advance notice when using Union release time under this Article.

Additionally, the Union may purchase from the Employer a number of Union release days not to exceed ten (10) days. These days shall be divided at the Union's discretion among designated bargaining unit employees. The Union will reimburse the Employer on a pro rata basis for the pay and benefits of employees who are released in this manner.

5.7 Union Communications

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

5.8 Dues Check off

5.8.1 Upon receipt of a written check off authorization from any Bargaining Unit Member, PWC agrees to deduct each pay period the applicable monthly dues payment that CTU indicates is required for obtaining and maintaining membership in CTU 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. CTU shall advise the School in writing and in a timely manner of the amount of any deduction required by this paragraph. Membership shall continue from year to year unless revoked in writing at which time the employee shall become an agency fee payer.

5.8.2 Each employee covered by this Agreement shall, as a condition of employment, become and remain a member of the Union or, in the alternative, pay a monthly fee to the Union equal to the amount of monthly dues and fees, not later than the thirtieth calendar day following his/her date of employment or the date of execution of this Agreement, whichever is later.

5.8.3 The aggregate deduction of all employees and a list of the names, addresses, and UIN numbers of all employees in the bargaining unit and their individual deductions shall be remitted monthly to the Union at the address designated in writing by the Union. The information shall be provided in
electronic form. The Union shall advise the Employer in writing of any increase or decrease in deductions at least thirty (30) days prior to its effective date.

5.8.4 No dues deductions shall be made which are prohibited by applicable law. Any dues deductions under this Agreement shall comply with the requirements of the Section 302(c)(4) of the Labor Management Relations Act of 1947, as amended and no deduction shall be made except pursuant to a written authorization from each employee on whose account such deduction is to be made.

5.8.5 The Union agrees to indemnify and hold PWC harmless from any claim, suit, cause of action, or other action with respect to the School's deduction of Union dues under this Agreement, including without limitation the administration of the dues check off and any act or action in connection therewith and such indemnity and agreement to hold PWC harmless shall include timely payment of any of its costs and attorneys' fees.

5.9 Committee on Political Education

Upon receipt of a written authorization from a Bargaining Unit Member, PWC shall deduct from the wages due said Bargaining Unit Member the sum specified in the authorization and remit to the CTU Committee on Political Education (COPE) Fund as the Bargaining Unit Member's voluntary contribution to said Fund.

ARTICLE VI. WORKING CONDITIONS

6.1 Notice of Course Assignment

All Bargaining Unit Members will receive preliminary notice of their course assignment for the following school year by May 7.

6.2 Probationary/Orientation Period

Each new Bargaining Unit Member shall undergo a probationary/orientation period equal to the number of days in the work year. This period of time is intended to allow the Employee the opportunity to demonstrate his/her ability to perform the responsibilities outlined in their job position description and to provide the immediate
supervisor with an opportunity to assess the employee’s effectiveness in carrying out the functions of that position.

The designation of this time frame does not constitute an obligation on the part of PWC to retain the employee until the end of the period specified. An Employee may terminate the working relationship with PWC without cause. When resigning, an Employee is requested to submit his/her resignation in writing with two weeks’ advance notice.

6.3 Illinois Professional Educator License Expectations

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

6.4 Personnel File

6.4.1 The Employer shall maintain all personnel records concerning each bargaining unit employee in the official personnel file, which may be maintained in electronic format at the sole discretion of the Principal/Director of Human Resources, with said file being kept in the human resources office. Staff shall have the right to add explanatory material to their official personnel file, as allowed by law.

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

6.4.3 Bargaining unit employees shall be permitted to review the official personnel file and as otherwise provided in the Illinois Personnel Record Review
Act (820 ILCS 40/1, et seq.). Upon request, management shall respond to all inquiries within 14 calendar days or 3 calendar days prior to a disciplinary meeting. The Employer shall not gather or keep record of non-academic or non-employment related activities or information.

6.5 Class size

6.5.1 No class shall exceed twenty-eight (28) students.

6.5.2 Teachers shall be paid $1.00 per student per day for every student beyond the class size limits established in this Article.

6.5.3 To the extent that PWC has control over provision of Special Education Services at LYHS, they shall ensure that class size in special education classes shall be in accordance with the guidelines established by the Rules and Regulations of the State Board of Education, codified at 23 Ill. Admin Code 226.730(b) and (c).

6.6 Work Year

Unless otherwise specified in this Agreement, the work year for bargaining unit members shall be one hundred eighty-nine (189) days, which shall consist of one hundred seventy-nine (179) days of student attendance and 10 professional development days. Winter Break and Spring Break will match that of the YCCS yearly schedule. There shall be 10 holidays where no work shall take place: Labor Day, Columbus Day, day before Thanksgiving, Thanksgiving, day after Thanksgiving, Martin Luther King Jr. Day, Lincoln’s Birthday, President’s Day, Pulaski Day, and Memorial Day.

6.7 Work Day

The standard work day for all full-time Bargaining Unit Members shall be no more than seven hours and fifteen minutes (7.25 hours) per day as verified in the Attendance on Demand system. The Bargaining Unit Member work day shall begin at 8:00 a.m. and end at 3:15 p.m. The student instruction day shall begin at 8:30 a.m. and end at 2:45 p.m. Bargaining Unit Members shall have access to the school building at least thirty (30) minutes prior to the beginning of their work day.
6.8 Lunch

During full instruction days, all Bargaining Unit Members will receive a lunch break at least thirty (30) minutes long, during which they are to be freed from school duties, provided that they remain obligated to follow standards of professional responsibility at all times while on Campus and during the standard workday. During early release instruction days, all Bargaining Unit Members will receive one hour for lunch. Teachers shall not be required to punch in and out for the lunch period; however, teachers who intend to leave the building during their lunch shall sign out and sign in upon their return.

6.9 Teaching Load and Planning Periods

6.9.1 Bargaining Unit Members at LYHS shall not have a schedule of direct student contact time that exceeds one thousand one-hundred forty (1,140) minutes a week. Bargaining unit members who are scheduled over the weekly minimum student contact time shall be paid their hourly rate for any additional student contact minutes, except for once per quarter when a Friday may be expanded to a full day schedule to accommodate finals.

6.9.2 Bargaining Unit Members will be given no more than two (2) subject preps (a prep is defined as the work required to prepare for a class that is unique in content or curriculum).

6.9.3 All Bargaining Unit Members shall receive no less than 380 minutes of self-directed planning minutes a week. During full instruction days, all Bargaining Unit Members shall have a scheduled planning period of not less than sixty (60) continuous minutes that shall be used for classroom and instructional preparation. On partial instruction days, planning periods shall not be less than fifty (50) minutes. This planning period is part of the standard workday.

6.9.4 Before the beginning of every school year, the teachers shall decide through secret ballot vote to maintain the teaching load minutes and planning period minutes stipulated above in order to maintain a “snake” schedule. If a 2/3rds majority of teachers vote to not maintain the minutes stipulated above, weekly teaching load minutes and planning period minutes shall change to the following: weekly teaching load minutes shall not exceed one thousand two
hundred thirty (1,230) minutes and weekly planning minutes shall be no less than two hundred ninety (290) minutes.

6.10 Internal Substituting

Internal substitution is defined as one Bargaining Unit Member covering a class or duty for another Bargaining Unit Member at LYHS in lieu of a planning or lunch period. Bargaining Unit Member shall be required to perform internal substitution on an emergency basis only. An emergency shall be defined as a work day or class period for which the responsible Bargaining Unit Member is absent, failed to give PWC reasonable notice, and PWC is unable to obtain a substitute teacher. No Bargaining Unit Member shall be required to perform internal substitution more than three (3) periods per month. Whenever a Bargaining Unit Member is required or volunteers to perform internal substitution, s/he shall fill out a timesheet and be compensated on the next pay period at a rate of twenty-one dollars ($21.00) per hour.

ARTICLE VII. LEAVE

7.1 Paid Time Off

Bargaining unit employees shall be granted twelve (12) Paid time Off (“PTO”) days on their first work day of each school year. Midyear hires shall be granted PTO days on a pro rata basis based upon their date of hire. Bargaining unit employees may use PTO days in full or half-day increments. Bargaining unit employees’ unused PTO days shall be rolled over for future use into a PTO bank not to exceed forty-eight (48) days. PTO banked days may be used during FMLA leave in order for Bargaining Unit members to receive pay during otherwise unpaid, or partially unpaid time off. Up to three (3) unused PTO days shall be paid out to Bargaining Unit Members at their daily rate, upon the Bargaining Unit Member’s request, at the end of each school year. Upon retirement or separation from LYHS, any days remaining in the Bargaining Unit Member’s 48-day PTO bank shall be rolled over to pension and reported to the Chicago Teachers’ Pension Fund for credit as service days upon retirement or separation from LYHS.

The Employer shall not require any employee to disclose the purpose for taking PTO days.
7.2 Professional Leave

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

7.3 Family and Medical Leave

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

7.4 Bereavement Leave

PWC provides Bargaining Unit Members with paid leave due to the death of a member of the Bargaining Unit Member's immediate family which is defined as the Bargaining Unit Member's spouse, domestic partner, parent, adoptive parent, child, step-child, foster child, sibling, grandparent or grandchild. The Bargaining Unit Member may receive up to five (5) days of paid leave per bereavement event. In the event of exceptional loss or need, PTO days may be used in addition to the five (5) bereavement days. This arrangement requires the mutual agreement of the Bargaining Unit Member and the President/CEO.

7.5 Unpaid Leave

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

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

7.7 Inclement Weather Leave

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

7.8 Voting Leave

All Bargaining Unit Members may use non-instructional time during the work day, up to a maximum of two (2) hours, without loss of pay for the purpose of voting in any City, State or National Election. It is the Bargaining Unit Member’s responsibility to inform, in advance of the Election Day, the Principal of his/her desire to take voting leave.

7.9 Military Leave

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

7.10 Teacher Leave when School is Closed to Students

Whenever the school is closed for students for weather or other safety issues, teachers shall also be excused from work with pay. If instruction days need to be made up due to inclement weather, these shall be non-paid days.
ARTICLE VIII. PARTICIPATORY COMMITTEES

8.1 Teacher Participation

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

8.2 Committee Membership

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

8.3 Stipended Committee Work

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

8.4 Committee Issues Defined

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

8.4.1 Student Development Committee: Will make recommendations as to matters involving: academics, emotional well-being, discipline, culture (including social events, field trips, teams, prom, and graduation), clubs and work formerly done by the student assistance program. The Student Development Committee shall make no recommendation in conflict with any YCCS or CPS requirements.
8.4.2 School Development Committee: Will make recommendations as to matters involving: professional development, bell schedule, SIPPA, and curriculum development (including horizontal and vertical integration, common planning time and department meetings). The School Development Committee shall make no recommendation in conflict with any YCCS or CPS requirements.

ARTICLE IX. SAFETY

9.1 Environment

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

9.2 Written Reports

Teachers are responsible for reporting in writing to their Principal, or any other member of the administrative team, any allegedly unsafe circumstance, situation or event, including any injury, as soon as possible. There shall be no reprisals for making a good-faith report in accordance with this Article. All employees are expected to use good judgment and common sense in matters of safety, to observe posted safety rules, and to follow OSHA and state and local safety regulations. The parties agree that some incidences do not require a written report and that employees in consultation with administration will use best judgment for each event.

9.3 Investigation

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

9.4 Assault

Teachers shall report as soon as feasible any instance of assault suffered in connection with their employment to the Principal or other member of the administrative team. Consistent with its legal obligations under applicable laws, PWC shall comply with any reasonable request from the Teachers for information in its possession relating to the
incident or persons involved, and shall act in appropriate ways as a liaison between the Teachers, local law enforcement and any court or agency.

9.5 Student Code of Conduct

PWC shall enforce all applicable student codes of conduct, including when a student threatens the safety of a Teacher. Teachers are required to read the Latino Youth High School Policy and Procedures Manual and the PWC Emergency Procedures and sign an Acknowledgement Statement.

9.6 Safety and Health Guidelines

The Employer shares an interest with bargaining unit employees in maintaining a safe work and school environment. In furtherance of that interest:

9.6.1 Teachers shall have access to the school building to which they are assigned from thirty (30) minutes before the beginning of their work day through two (2) hours after the end of their work day.

9.6.2 The Employer shall develop policies on fire safety, school lockdowns, school evacuations and first aid. Teachers shall be trained on said policies prior to the conclusion of the first quarter each school year.

9.6.3 The Employer shall ensure that all classroom entry points are lockable, and the teacher and other appropriate staff have a key.

9.6.4 The Employer shall disseminate a policy and provide training to newly hired Teachers concerning their professional and statutory duties as mandated reporters within their first month of employment. All classroom doors shall be lockable from the inside of the classroom. All classroom doors with windows shall be furnished with shades on the interior side of the window.

9.6.5 No legally unauthorized Teacher may provide or administer medications to students. The administration of medication should be referred to the appropriate school personnel (e.g., the school nurse) as identified by the Principal.
9.6.6 The Employer shall ensure that all entry points of all its school premises are secure.

ARTICLE X. TEACHER EVALUATION

10.1 Preamble

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

10.2 Collaborative Process

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

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

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

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

10.3.3 Principal Role: The principal shall be the official evaluator of all teachers and shall make the summative evaluation.

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

(a) Formal observations conducted by the principal in accordance with the cycles described below.
(b) Informal “drop-in” observations as described below.

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

10.3.6 Conference Request: A teacher who is not satisfied with or who disagrees with comments or ratings within the evaluation may request a conference with the principal to discuss such issues within five (5) work days from receipt of the written evaluation. The principal will honor all such requests for a conference and will meet with the teacher within ten (10) work days of the request. Additionally or exclusively, a teacher who is not satisfied with or who disagrees with comments or ratings within the evaluation may make a written attachment of information, dissent, or explanation. The principal shall have the authority to make additions, corrections, or deletions to the evaluation based upon such meetings and/or additional information provided by the teacher.
10.3.7 Year-end Revisions: The evaluation committee shall meet at the end of each school year to decide whether revisions should be made to the evaluation process for the next school year.

10.4 Initial Year Teacher Evaluation Cycle

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

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

10.4.3 Feedback: Initial year faculty will be given a “post-conference feedback form” at the post-observation conference. Artifacts that show evidence of teacher work such as lesson plans, assessments, assignments, or handouts, will be collected at this conference.

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

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

10.5 Second and Subsequent Year Teacher Evaluation Cycle

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

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

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

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

10.6 School Professional Growth Plan

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

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

10.6.3 Feedback Meetings: After the school professional growth plan is in place, the principal will commit to meeting with the teachers as a group at least once during the year for feedback on the plan and the associated professional development.
10.6.4 Plan Evaluation: The professional growth plan will be considered when reviewing and revising the evaluation process.

10.7 Remediation Plan Process:

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

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

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

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

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

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

ARTICLE XI. EMPLOYEE DISCIPLINE

11.1 Just Cause. No non-provisional bargaining unit member may be disciplined without just cause.

11.2 Progressive Discipline Defined. The parties embrace the concept of progressive discipline and corrective discipline for bargaining unit employees. The use of progressive discipline is intended to be corrective, not punitive. 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 employee’s work history; and (e) the totality of the circumstances. Toward that end, the following disciplinary process and forms of discipline shall be used for all bargaining unit members.

11.3 Steps. Generally, discipline shall be progressive in nature according to the following steps:

   Step 1: Level 1 Written Warning
   Step 2: Level 2 Written Warning
   Step 3: Level 3 Written Warning in Lieu of Suspension
   Step 4: Dismissal

Any written notice of discipline shall include the following:
(a) A section labeled “employee comments.”
(b) A section labeled “next steps,” intended to contain remedial actions to improve the bargaining unit member’s conduct. The Employer has the final decision on the contents and implementation of the remedial actions, which shall not result in the bargaining unit member incurring any costs. The Employer shall make a good faith effort to implement such remedial actions.

11.4 Progression of Discipline. The above-listed steps may be bypassed based only in cases of severe misconduct. An employee shall be provided notice of the allegations raised and an opportunity to respond before a final determination regarding discipline is made.

Discipline shall advance from one step to the next if the employee engages in the same unwanted behavior within one (1) year of the previous disciplinary action. Disciplinary action more than one (1) year old may not be used for disciplinary purposes unless an employee has advanced to a subsequent disciplinary step during the year.

11.5 Procedures for Progressive Discipline. For Steps 1 through 4, the aforementioned notice shall be provided in writing, copying the Union; and the aforementioned opportunity to respond shall take place at a pre-discipline meeting scheduled in the written pre-discipline meeting notice. A pre-discipline meeting will not necessarily result in discipline. The Director or Principal shall administer all steps of the discipline procedure through Step 3. The CEO shall administer Step 4 of the discipline procedure. The Employer shall provide the bargaining unit employee and the Union with the pre-discipline meeting notice at least seventy-two (72) hours in advance of the pre-discipline meeting. The pre-discipline meeting notice will include a description of the allegation(s) giving rise to the meeting, along with any evidence upon which the Employer may rely to support the allegation(s). The pre-discipline meeting can be rescheduled once at the request of either Party.

Within fourteen (14) days of the pre-discipline meeting, the Director or Principal, or the CEO in cases of dismissal, shall issue a written notice, copying the Union, regarding what disciplinary action, if any, s/he has decided to take.

11.6 Union Representation and Notices to Employee and Union. In all steps of progressive discipline, bargaining unit employees shall have the right to Union
representation during any investigatory or disciplinary meeting. The Employer shall copy the Union on all meeting notices, warnings, and other documents issued in connection with the administration of the Article. Along with any pre-discipline meeting notice or disciplinary action, the Employer shall provide the Union and the employee with any evidence used to support the pre-discipline meeting notice or disciplinary action.

11.7 Professional Administration of Disciplinary Policies and Procedures. In all steps of progressive discipline, all persons shall treat the others with dignity and respect. The Director, principal, and other supervisory personnel shall not discipline a teacher in the presence of his or her colleagues, other teachers, students or parents. Discipline in accordance with this Article shall be made only in a place ensuring privacy.

11.8 Anonymous Complaints. The Employer shall not issue discipline to any bargaining unit employees based solely on an anonymous complaint.

11.9 Stale Discipline. Notwithstanding the provisions of sections 2 and 3 above, the Employer shall not rely on active employees’ records of disciplinary action for any labor relations purposes twelve (12) months after the issuance of the disciplinary action, provided that nothing in this Section shall be construed to prevent or limit a principal from relying on or viewing any disciplinary records of former employees seeking to be rehired as employees of the Employer.

11.10 Non-Disciplinary Employee Restriction From Premises. In the event that a LYHS/PWC employee is accused of a violation of the PWC Employee Code of Conduct such that, if true, could impact the safety of another staff member or student, Employer shall have the authority to restrict the accused employee from PWC owned or leased property pending an investigation. Such restriction shall be paid and shall in no way be considered discipline. Upon the resolution of said investigation, Employer shall either determine the accusations to be unfounded and remove the restriction or invoke the aforementioned disciplinary procedures.

ARTICLE XII. GRIEVANCE PROCEDURE

12.1 Introduction. The Parties are committed to ensuring that any conflicts result in productive outcomes that benefit students, employees, the school, and the communities it serves. As such, the Parties will use the following procedure to resolve grievances.
12.2 Definition of a Grievance. A grievance is a complaint involving a work situation; a complaint that there has been a deviation from, misinterpretation of or misapplication of a practice or policy; or a complaint that there has been a violation, misinterpretation or misapplication of any provisions of this Agreement.

12.3 Representation. Employees shall have the right to have Union representation at all stages of the grievance procedure described below. Employees shall also have the right to file their own grievances, provided the Union is afforded the opportunity to represent the employees and receives written notice of all documents exchanged during processing of the grievance.

12.4 Informal Resolution. The Parties prioritize the resolution of conflict in an informal, expedited manner. Accordingly, the Parties shall make a good-faith effort to resolve any conflict in an informal manner through discussions between the employee(s) and/or Union designee with the appropriate member of the administration.

12.5 Step 1. In the event the conflict is not resolved informally, the Union or employee shall submit a grievance in writing to the Principal. A concise, written summary of the grievance shall be submitted, detailing the complaint, along with any supporting documents or materials. A conference with the Principal shall take place within seven (7) calendar days of the filing of the written grievance at Step 1. The Principal’s written response to the grievance shall be provided to the employee, copying the Union, within seven (7) calendar days of the Step 1 conference.

12.6 Step 2. If the grievance is not resolved, the Union or employee may appeal in writing to the CEO, or his/her designee, within thirty (30) calendar days after receipt of the Principal’s written response at Step 1. A written summary of the grievance appeal shall be submitted, detailing the complaint, along with any supporting documents or materials. A conference with the CEO, or his/her designee, shall take place within seven (7) calendar days of the filing of the written grievance appeal at Step 2. The written response of the CEO, or his/her designee, to the grievance shall be provided to the employee within seven (7) calendar days of the Step 2 conference. Grievances concerning discipline shall be initiated at Step 2, unless otherwise agreed by the parties.

12.7 Step 3. If the grievance is not resolved, the Union shall notify the Employer in writing of its demand for arbitration within thirty (30) calendar days after receipt of the
CEO’s or his/her designee’s, written response at Step 2. The Parties shall mutually select an arbitrator within seven (7) calendar days after receipt of the CEO’s, or his/her designee’s, written response at Step 2. If the Parties fail to agree on the selection of an arbitrator within seven (7) calendar days, the Parties agree to request a panel of arbitrators from the Federal Mediation and Conciliation Service. The order of striking arbitrators shall be determined by lot. The arbitrator’s decision shall be final and binding upon the Parties. The cost of the arbitrator’s services and the FMCS’s services, and any other costs, excluding attorneys’ fees, shall be borne equally by the Parties. If the parties mutually request a hearing transcript, they shall equally share the cost of preparing the transcript. Otherwise, the party ordering the transcript shall pay the entire cost, including a copy for the arbitrator. The arbitrator shall not have authority to add to, detract from, amend, modify or in any way alter the provision of this Agreement or make a new Agreement.

12.8 Appeal at a Higher Step. After having attempted to resolve the grievance informally and availing itself of the Step 1 process, the Union may appeal a grievance at any subsequent step of the grievance procedure.

12.9 Investigation of Grievances. The Employer shall allow the Union delegate or his or her designee a reasonable period of time during the school day, but not during instructional time, without loss of pay to investigate grievances. Time allowed shall be confined to investigating grievances that have been brought to the Employer’s attention.

12.10 Sharing of Information for Grievance Investigations. Prior to the initial conference and upon the request of the Union delegate or his or her designee, the Employer shall provide the Union with access to and copies of all existing and available documents that are relevant to the allegations in the grievance, including all documents supporting the Employer’s actions, and shall supplement this production in a timely fashion if additional documents become available. Any documents provided pursuant to this section shall be deemed confidential and may only be shared with the Union delegate, his other designee, the Union President, his or her designee and their respective counsel. The Union shall not publicly disseminate any documents provided under this Section. The Union President or his or her designee shall be accorded all the rights of the Union delegate in any school or unit.
12.11 Failure to Respond. Failure on the part of the Employer at any step of this procedure to communicate a decision concerning a grievance within the specified time shall permit it to be advanced to the next higher step. If the Employer requires additional time to respond to a grievance at Step 1 or 2 due to unforeseeable events, the Employer CEO/President may extend the Employer’s response deadline by an additional 3 calendar days. Additional time at a specified step of this procedure may be granted by mutual agreement between the parties.

ARTICLE XIII.    SALARY AND BENEFITS

13.1 Salary

13.1.1 For both SY 2018-2019 and 2019-2020, returning Teachers shall advance on the salary schedules found in Appendix A by one year each. Salary adjustments shall be retroactive to the 2018-2019 school year. Newly hired teachers shall have up to 2 years of outside years of experience honored upon placement on the salary schedule (Cap at step 3).

13.1.2 The cost of living adjustment percentage applied to the salary schedules found in Appendix A for shall be:

- SY 18-19: 3.5%
- SY 19-20: 3%

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

- Lane 1 – Bachelor’s Degree
- Lane 2 – Master’s Degree

Lane advancement shall be approved by submitting transcripts to Personnel. Compensation associated with Lane movement shall go into effect at the beginning of the next pay period, but never later than two (2) weeks following receipt by Human Resources of the transcripts.
13.2 Pension and Retirement Fund Contributions

13.2.1 The Employer shall abide by the Illinois Pension Code with respect to Employer contributions to the Chicago Teachers’ Pension Fund ("CTPF") for licensed teachers.

13.2.2 Amount of Pick Up. With respect to the legally required employee contribution for licensed teachers of 9% of annual salary, the Employer shall pick up for each licensed teacher a sum equal to 4% for the 2018-19 school year and 5% for the 2019-20 school year of the licensed teacher's salary for CTPF to be applied to the retirement account of each such employee (not the survivors’ annuity account). Licensed teachers shall only be responsible for the remaining 5% employee contribution for the 2018-19 school year and 4% for the 2019-20 school year, which the Employer shall make via payroll deduction.

13.2.3 Claim to Funds Picked Up. The licensed teacher shall have no right or claim to the funds so picked up, except as they may subsequently become available upon retirement or resignation from CTPF.

13.3 Benefits - Medical, Dental, Life Insurance

13.3.1 The Employer shall maintain current health insurance coverage and benefits for the term of this Agreement. The Employer shall pay 90% of the health insurance premium costs and bargaining unit employees shall pay 10% of the premium costs. The Employer shall not make changes to health insurance providers or plans without the approval of the Union.

13.3.2 The Employer agrees to participate in a CTU-ACTS healthcare committee that shall meet no less than two times a year to explore possibilities to secure healthcare savings.

13.3.3 Dental and Life Insurance: PWC will continue to cover 100% of the cost of dental and life insurance for all eligible Bargaining Unit Members.
ARTICLE XIV.  LAYOFF AND RECALL PROVISIONS

14.1 Reduction in Force

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

14.2 Recall List

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

14.3 Other Members

Honorable discharged teachers whose most recent performance rating is described as below satisfactory may be invited to return or may be invited to the interview process for remaining open positions after all teachers on the recall list have been recalled.

ARTICLE XV.  LEGAL AND TECHNICAL CLAUSES

15.1 Non-Discrimination Clause

There shall be no discrimination or retaliation by the Employer in its recruitment programs, hiring practices, dismissal procedures, or in any other relationship or practice on the basis of race, creed, color, age, sex, national origin, marital status, veteran status, disability, sexual orientation, gender identity or expression, civil Union status, domestic partnership status, parental status, immigration status, eligibility for rehire within the Chicago Public Schools, genetic information, refusal to submit to a genetic test or make available the results of a genetic test, the utilization of benefits authorized by this Agreement or Employer policy, or membership or participation in, or association with the activities of the Union.
The Employer will comply with all the applicable employment discrimination laws and will maintain a comprehensive process to investigate complaints and concerns regarding discrimination and retaliation. However, nothing in this Article shall constitute a waiver of a bargaining unit employee’s rights to bring a discrimination claim to an appropriate government agency, or in a court of competent jurisdiction.

15.2 Successor Clause

The Employer will not transfer, assign or otherwise divert the management of the operation of this school, or portion thereof, to any person or entity that does not agree to be bound by the provisions of this Agreement. The acquiring entity shall be informed regarding the existence of this Agreement and shall consent to be bound by the provisions of this Agreement. The Union shall be given no less than twenty (20) days’ prior notice of any action described in this paragraph.

15.3 No Strike/Lockout

The parties agree that the teachers shall not engage in a strike or other work stoppage during the term of this Agreement. PWC shall not lock out any employees covered by this Agreement during the term of this Agreement.

15.4 Savings Clause

Any provision in this Agreement that is contrary to or held to be in violation of any applicable law or regulation by a final, non-appealable ruling of the NLRB or court shall be void and of no force or effect, and this Agreement shall be construed as if such provision were removed, it being intended, however, that the other provisions of this Agreement shall not be affected by such removal and, to the greatest extent possible consistent with applicable law, shall be interpreted to give effect to the intention of the Parties as evidenced by this Agreement. This Agreement shall thereupon be reopened in order that the parties may negotiate a lawful replacement to each voided provision.

15.5 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 2022-2023 school term.
15.6 Reopener

Upon mutual agreement of CTU and PWC, specific sections of this Agreement may be opened for revision. Absent such mutual agreement, this Agreement shall not be amended or modified during its term.

The parties shall reopen this Agreement at the conclusion of the 2019-20 school year for the purposes of negotiating the economic terms of the Agreement for the 2020-21 and 2021-22 school years. The parties shall add a Lane 3 to the salary schedule for the 2020-21 and 2021-22 school years for teachers with a master’s degree and thirty (30) or more additional credit hours. All non-economic provisions of the Agreement shall remain in effect during the reopener negotiations, except for the No Strike/No Lockout clause.

15.7 Maintenance of Standards

All existing conditions of employment relating to compensation, hours, and other working conditions, except those specifically changed under this Agreement, shall be continued during the term of this Agreement.

ARTICLE XVI. SANCTUARY SCHOOLS

16.1 In the spirit of Plyler v. Doe, 457 U.S. 202 (1982), the Employer has consistently afforded students access to a high quality public education at Latino Youth High School and Pilsen Wellness Center regardless of their immigration status and is committed to continue this practice.

16.2 Latino Youth High School and Pilsen Wellness Center is an Immigration and Customs Enforcement (ICE) designated “sensitive location” in which ICE enforcement activities would pose a severe disruption to the learning environment and educational setting for students and their families.

16.3 The Employer declares that Latino Youth High School is a sanctuary space for all students, parents, administrators, bargaining unit members, and community members and jointly commit to defend the right to a free and safe learning environment.
16.4 Students and families trust Latino Youth High School and Pilsen Wellness Center to maintain their safety and the integrity of their family units. To foster this continued trust, School personnel shall not inquire about or record a student’s or a family member’s immigration status and, pursuant to the Family Education Rights and Privacy Act (“FERPA”), shall not disclose, without parental consent, the immigration status of any student. Latino Youth High School and Pilsen Wellness Center recognize the trust families place in them and shall not voluntarily divulge information to immigration agents to the fullest extent possible under the law.

16.5 Upon request by ICE agents to enter Latino Youth High School grounds, LYHS administration shall verify the immigration agent’s credentials, ask the agent why the agent is requesting access, and ask to see a warrant signed by a federal or state Judge.

16.6 Immigration agents seeking entry to the school or its grounds shall be asked to provide written authority from ICE instructing them to enter Latino Youth High School and Pilsen Wellness Center property and for what purpose as well as a warrant signed by a federal or state Judge.

16.7 In the spirit of this commitment to a sanctuary school zone, absent exigent circumstances and/or a duly signed federal or state warrant, agents of ICE shall not be permitted access to Latino Youth High School and Pilsen Wellness Center grounds or any records contained therein, nor shall the Employer otherwise release to any third parties any information pertaining to immigration status except with the employee’s written consent or as required by law.

16.8 In the interest of ensuring the success of the commitments made in this article, the Employer shall develop a training program for staff on how to appropriately respond to ICE agents should they request entrance to the school facilities or grounds.

16.9 Latino Youth High School and Pilsen Wellness Center Employees shall not face any Employer discipline for following the policies contained in this Article

16.10 The provisions contained within this article shall in no way prohibit the Employer from honoring and complying with a duly authorized warrant and in no way shall obligate the Employer or any of its agents to violate any State or Federal statutes.
ARTICLE XVII. SANCTUARY EMPLOYER

17.1 On September 5, 2017, the Department of Homeland Security announced the end to the Deferred Action for Childhood Arrivals (DACA) policy. The DACA policy provided work authorization documents to nearly 800,000 young people who came to the United States as children. The Employer (“Employer”) and the Union recognize that the young people who have received DACA benefits are a valued and important part of our community. Because the termination of the DACA policy may affect the work authorization of employees of the Employer, the Employer and the Union agree to the following:

17.1.1 The Employer reaffirms its commitment to equal opportunity in the workplace and shall not discriminate on the basis of race, creed, color, age, sex, national origin, marital status, veteran status, disability, sexual orientation, gender identity or expression, civil Union status, domestic partnership status, parental status, immigration status, eligibility for rehire within the Chicago Public Schools, genetic information, refusal to submit to a genetic test or make available the results of a genetic test.

17.1.2 The Employer shall not inquire about or demand proof of immigration or citizenship status, except as required by law.

17.1.3 Within thirty (30) days of the signing of this Agreement, the Employer shall send the following:

(a) A letter to LYHS employees with resources, such as the immigrant and refugee children guide for educators and support staff.

(b) A letter to LYHS students and their families with resources, such as those listed on the weareheretostay.org.

ARTICLE XVIII. RESTORATIVE JUSTICE

18.1 The Employer will receive recommendations from the faculty and staff of LYHS to improve the culture and climate of the school in order to implement the Employer’s commitment to Restorative Justice practices, Social Emotional Learning, Safety, Security and fidelity in student attendance reporting.
18.2  Commitment of Resources. A commitment of resources for School Culture may include, without limitation:

- Medical or mental health services available to the school community
- The expansion of after-school programs
- The expansion of facility use for students or the school community
- Social-emotional supports/trauma interventions by appropriately certified staff
- Voluntary parent mentor and home visit program
- The appointment of a Restorative Justice Coordinator and provision of professional development for parents, students and staff
- Clinical services and community programming
- The appointment of a Students in Transitional Living Situations (“STLS”) Coordinator, and provision of homelessness services, truancy supports, and a food pantry
- Coordination of City and Park District services
- The Employer will annually provide training on Restorative Justice Practices at the direction of the Director of Education.

ARTICLE XIX.  CULTURALLY-RELEVANT EDUCATION

LYHS faculty members have the right to provide a culturally-relevant education to all our students. Curriculum may include, where appropriate, information on the contributions of diverse groups, including but not limited to, African-Americans, Latinx, Asian-Americans and other minority groups, including LGBTQIA+, peoples of diverse socio-economic statuses and women to world and United States and World history and literature; labor history; and the struggle for human rights and gender equality in the world and United States past and present.

ARTICLE XX.  OFF-STREET PARKING

Teachers will be provided with assigned off-street parking areas for their automobiles and that these areas shall, to the extent possible, be secure and adjacent to the school. In the event Teachers must park on the street in permit-only parking neighborhoods, the Employer and the Union will work with municipal authorities to issue to schools parking permits for use by members, at no cost to members, during school hours.
ARTICLE XXI.  HIRING COMMITTEE

The EMPLOYER and the UNION President, or his or her designee, shall each select up to three representatives to create an ad hoc hiring committee. The hiring committee shall be allowed to participate in hiring activities, including but not limited to, resume review, candidate selection for interviews, attending interviews, and making recommendations to the Employer for filling teaching staff, dean, and principal positions. This article shall not inhibit the Employer’s Managerial right to hiring of these positions. The ad hoc committee shall not replace any of the Employer’s hiring practices.

ARTICLE XXII.  PROFESSIONAL SOLUTIONS COMMUNICATIONS

The Director and Principal and the Teachers shall exchange available and pertinent information concerning the operation of the school when such information is necessary to for the understanding and resolution of professional problems and/or opportunities for improvement at LYHS.

ARTICLE XXIII.  INTELLECTUAL PROPERTY

Teachers shall own and may use their own lesson plans, assessments, and instructional materials developed while employed by the Employer, without being deemed in violation of any employment agreement with the Employer. Teachers shall maintain their lesson plans, assessments and instructional materials in a medium that is their own property and easily removed from the school upon termination of employment. When separation of employment occurs, for any reason, Teachers shall be provided with reasonable time and access to collect any personal belongings.

ARTICLE XXIV.  ACADEMIC FREEDOM

24.1  It is the intent of the parties to assure that Teachers enjoy academic freedom in the Schools. Academic freedom shall mean that Teachers are free to present instructional materials which are pertinent to the subject and level taught, within the outlines of appropriate course content and within the planned instructional program. Teachers shall be free to use their own materials and methods of instruction based on knowledge of students and area(s) of expertise. Academic freedom shall also mean that Instructional
Staff shall be entitled to freedom of discussion within the classroom on all matters which are relevant to the subject matter under study and within their areas of professional competence, assuming that all facts concerning controversial issues shall be presented in a scholarly and objective manner, and assuming that all discussion shall be maintained within the outlines of appropriate course content, be pedagogically justifiable, and be subject to the standards of good taste. At no time, however, shall any Teacher promote to any student any viewpoint inconsistent with the Mission and Vision Statements of Pilsen Wellness Center, Inc.

24.2 The parties understand that less experienced Teachers may require more support. Should any Teacher so request, or should the Employer deem it necessary, the Employer may recommend specific materials to aid in the Teacher’s support and growth. This shall be done through collaboration between the teacher and the Employer. As Teachers become more experienced and grow as professionals and educators, they may utilize a wider variety of materials based on their research and collaboration with colleagues.

24.3 Nothing in this Agreement is intended to or shall have the effect of inhibiting or limiting the right of any Teacher from expressing, in a professional manner, his or her views with respect to any issues congruent to the Teacher’s subject, consistent with the Mission and Vision of the Employer and of importance to students’ well-being.

ARTICLE XXV. TEACHER INITIATIVE FOR SCHOOL IMPROVEMENT

Teachers who wish to fundraise for their classrooms, programs, after school clubs/activities, student scholarships, or the general good of the school shall inform the Director of their fundraising plans in advance and obtain approval from the Director prior to proceeding. The Director shall indicate the procedure to collect and account for all money and goods received.

ARTICLE XXVI. EXTRACURRICULAR PAY

26.1 Teachers working as extracurricular club/activity facilitators shall be paid $25 an hour. Teachers will turn in time sheet to Director at end of each academic quarter and shall be paid no later than the following pay period.
26.2 All extracurricular clubs/activities and number of facilitators and the number of paid hours per club/activity shall be approved by the Director.

ARTICLE XXVII. SUMMER SCHOOL

27.1 If Summer School is offered by the Employer, bargaining unit members shall be offered the opportunity to teach summer school for the complete summer term, not to exceed six (6) weeks, based on their seniority and qualifications.

27.2 The rate of pay for members shall be $45 per hour, and the Employer shall contribute to the members’ pension or retirement plan as stipulated per Article XIII.

27.3 Workday length may be set by the Employer but must not exceed five (5) hours. Members shall be paid for all hours they are required to be at the workplace, with one start time and one end time per day.

27.4 The 4th of July national holiday shall be observed as a paid holiday.

27.5 Summer schools class sizes are not to exceed 15 students.

27.6 Members teaching summer school shall continue to be accorded all rights detailed elsewhere in this agreement, including due process, grievance, but shall not be subject to the evaluation procedures found in Article 10. The bargaining unit member and Principal may jointly agree to the Principal providing informal performance feedback at the end of the summer session. The Bargaining Unit Member may choose to include this feedback in their formal evaluation for the upcoming school year.

ARTICLE XXVIII. BARGAINING UNIT EMPLOYEE INFORMATION.

The Employer shall provide the UNION’s Financial Secretary on at least a monthly basis a list, in Microsoft Excel format using the template provided by the UNION, of all current employees in the bargaining unit which shall include each employee’s first name, last name, middle initial, last four digits of his/her social security number, job title (including position number and job classification, if applicable) UNION membership status (member or agency fee payer), campus, amount of UNION dues collected, amount in COPE payments collected, and pay date.
ARTICLE XXIX. MATERNITY/PATERNITY LEAVE

In connection with the birth and care of a child or the placement and care of a child with the bargaining unit employee for adoption or foster care, a bargaining unit employee may utilize all accrued PTO days if they wish. Once all of the pre-determined amount of a bargaining unit employees accrued PTO has been exhausted, the bargaining unit employee will receive his/her full salary for three weeks (15 work days) or through the end of the FMLA Period, whichever comes first. If the bargaining unit employee chooses not to use their banked or accrued PTO days, the member will receive his/her full salary for three weeks (15 work days) or through the end of the FMLA Period, whichever comes first. Payments shall be made during the work year including all paid holidays, Spring Break and Winter Break. If a substitute teacher is not hired, the member shall receive full pay. Time away in excess of twelve weeks will not be compensated by the Employer, though may be covered by the bargaining unit employee’s Long Term Disability coverage. See LTD plan design for specific details.

ARTICLE XXX. STUDENT SUPPORT STAFFING

The Employer agrees to create, at minimum, a half-time Social Worker position by the beginning of the 2019-2020 school year. This position shall offer social work and mental health services to the entire student population, regardless of students’ immigration status, insurance status, or any other qualifier that may prohibit them from receiving services from PWC’s other programs. It is understood that funding is on a year-to-year basis. The Employer agrees to seek funding for additional years. The Employer will meet with the Union on a regular basis to report on and collaborate in the pursuit of the funding for this position.
IN WITNESS WHEREOF, the Parties have executed this Agreement this 29th day of July, 2019.

Pilsen Wellness Center
SIGNED: __________________________
BY: Francisco Cisneros
ITS: CEO

Chicago Teachers Union
SIGNED: __________________________
BY: Christopher S. Baehrend
ITS: Charter Division Chair

JUNE SHARKEY / JESSE SHARKEY
PRESIDENT, CHICAGO TEACHERS UNION

CHRIS BAEHREND
CHAIR, CHARTER DIVISION OF CHICAGO
TEACHERS UNION

Tracy Navarro / Tracy Navarro

Juan Tantinco
COUNCIL CHAIR

Ada C O'Hara

Monty Adams
V. P. APP

43
## APPENDIX A -- SALARY TABLES

### 2018-2019

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