

Agreement
Between
The Chicago Teachers Union Local 1
American Federation of Teachers, AFL-CIO
And
Instituto Del Progreso Latino, Instituto
Health Science Career Academy,
Instituto Justice Leadership Academy

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**PREAMBLE:
MISSION AND VISION**

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

The Instituto Health Sciences Career Academy (IHSCA) 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. IHSCA believes in the full integration and participation of faculty, students, staff, parents and partners in shaping the school's existence.

Instituto del Progreso Latino's (IDPL) 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 cultural identity and dignity. IDPL founded IHSCA and IJLA.

Since the Chicago Teachers Union founding in 1897 it has been the organization of educators in Chicago working with students and parents around issues to improve the quality of education by increasing the power of parents and teachers.

**ARTICLE I
RECOGNITION**

1.1. Recognition.

Instituto Justice Leadership Academy (IJLA) an educational division of Instituto Del Progreso Latino (IDPL) and IDPL jointly recognize the Chicago Teacher Union Local 1 (the "Union") as the exclusive representative of all full time and part time employed teachers, counselors, receptionists, instructional coaches, classroom climate and cultural coaches, career and college coaches, registrars and social workers at the IJLA, excluding all day-to-day substitutes, all management, and all confidential and supervisory personnel. Effective January 9, 2015, the parties agreed to add non-supervisory, non-guard employees in the positions of Counselor, Receptionist, Registrar and Social worker at IJLA to this bargaining unit.

Instituto Health Science Career Academy (IHSCA), an educational division of IDPL, and IDPL jointly recognizes the Union as the sole and exclusive bargaining representative of all full- and part-time regularly employed certified and non-certified school personnel including teachers, social workers, counselors, librarians, paraprofessionals, clerical employees (including administrative assistant, registrar and main office assistant), instructional coaches, classroom climate and cultural coaches and career and college coaches and other certified and non-certified professionals at IHSCA and excluding all managerial, supervisory, confidential and short term employees.

1.2. Reclassifications and New Job Titles or Categories of Positions.

If the Schools create additional job titles that fall within the bargaining unit described above, the Schools will notify the Professional Solutions Committee ("PSC") of the new position (s) and notify the PSC of the salary schedule the new position(s) will be placed in. If the Union objects to the placement proposed, the Schools and the Union will bargain over the appropriate salary schedule or other terms and conditions of employment for the position(s).

1.3. Recognition of UNION.

No other group or organization or representative thereof shall be recognized or permitted to engage on behalf of any employee(s) included in the UNION bargaining unit (referred to herein as "bargaining unit employees" or "bargaining unit members") in any activities concerning wages, hours or terms and conditions of employment, including the submission of proposals, participation in hearings, conferences or meetings for any purposes and any other group or collective action dealing with above-described matters.

ARTICLE II
UNION RIGHTS

2.1. Union Access.

2.1.1. The Parties recognize 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 to ensure that the Schools operate efficiently and that leadership/administrative team members are not unduly burdened by frequent, prolonged or unannounced visits from Union staff. Consistent with these principles, authorized agents of the Union agree to follow applicable visitor policies, including securing Principal (or designee) approval for any visit during the instructional day; in return authorized agents of the Union shall not be unreasonably denied access to the Schools 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 (12) 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.

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

2.2. New Employee Orientation.

The Union shall be allowed 60 minutes to meet with new employees at each School at the start of their orientation period for the purpose of presenting information about the Union. For employees hired during the semester, the respective Schools will schedule 60 minutes of mutually agreed upon meeting time within two weeks of the employee's starting date for the new employees and the Union to meet during the work day. There shall be no loss of pay for any participating employees. Meeting time under this article will not count towards reserved meeting time under this Article.

2.3. 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 and sent to the Union via e-mail. In the event of any modifications and/or additions to the calendar, the Union will be notified within twenty-four (24) hours via e-mail. The Union will receive electronically or in hard copy to the Union Council Chair or designee the Schools' annual budgets and year-end financial statements within two (2) weeks of such documents being approved by the Board of Directors.

2.4. Union Release Time.

2.4.1. The Union may designate up to two Bargaining Unit Members at IHSCA and up to one Bargaining Unit Member at IJLA from each School for full-time Union release time during a school year. Such designations shall be made no later than June 1 of each year and shall not exceed three (3) years. Bargaining Unit Members on extended Union leave will remain School employees and will accrue such benefits and seniority as so entitled but shall be placed on a leave of absence without pay. Bargaining Unit Members on extended Union leave may continue their benefit coverage, provided they pay the full cost of that coverage. Upon the completion of extended Union leave, Bargaining Unit Members will be guaranteed a position at their School in the area of their licensure or certification. The Parties can mutually agree to having additional Bargaining Unit Members on extended Union leave during any school year.

2.4.2. In addition, a total of ten (10) days per school per year shall be available to be divided amongst Bargaining Unit Members at the Union's discretion to perform Union business, without loss of pay or other leave time. The Union shall reimburse the Schools 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. Up to three (3) Bargaining Unit Members at IHSCA and up to two (2) Bargaining Unit Members at IJLA each school may use union release time under this paragraph on the same day. The Union shall provide twenty-four (24) hours' advance notice when using Union release time under this Article. Unused Union leave shall not accumulate from year to year.

2.5. Union Communications.

2.5.1. Authorized agents of the Union may utilize school e-mail, mail boxes, copy machines (consistent with the restrictions below) 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. The Union may utilize copy machines and printers as necessary to help administer this contract (i.e., preparing for grievance meetings), provided however that use of copy machines and printers for Union purposes is not to collectively exceed 5,000 sheets (1 box) per year.

2.5.2. IDPL has the right to monitor all communications on its systems at any time and such communications may be subject to the Freedom of Information Act. Accordingly, neither the Bargaining Unit Members nor the Union has any legitimate expectation of privacy in any communication on or over any IDPL or School systems.

2.5.3. IDPL and the Schools reserve the right to disable or suspend Bargaining Unit Members' use of their communications systems, including e-mail, during the pendency of any work stoppage with the Union.

2.5.4. Use of the IDPL and Schools' communication systems under this section remains subject to all restrictions set forth in the Employee Handbooks, including policies regarding unlawful harassment, acceptable use of technology, and the professional code of conduct.

2.6. Union Meetings.

The Union shall be allowed to meet twice per quarter for 45 minutes at each campus during the normal workday at times otherwise used for professional development. The Union shall inform the respective School Principal of the proposed dates and times for Union meetings for the upcoming school year by the last day of school of the current year, subject to the Principal's approval and receipt of the calendar from each school's Principal within five days of the end of the school year. In the event the Union dates need to be changed, the Union shall give the Principal 48-hour notice and new dates will be scheduled subject to the Principal's approval, which shall not be unreasonably denied.

2.7. Dues Check Off.

2.7.1. Upon receipt of voluntary written authorization form from a Bargaining Unit Member, the Schools shall deduct from the wages each pay period the applicable dues payment and shall remit the same to the Union on or before the last day of each month. The Union shall advise the Schools in writing and in a timely manner of the amount of any deduction required by this paragraph.

2.7.2. Each employee covered by this Agreement shall, as a condition of employment, shall 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.

2.7.3. Upon receipt of a written authorization form from a Bargaining Unit Member, The Schools 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.

2.7.4. No deductions shall be made which are prohibited by applicable law. The Union agrees to indemnify and hold the Schools harmless from any claim, suit, cause of action, or other action with respect to the Schools' compliance with the provisions of this Article. In the event of any such claim, no settlement shall be made without the Union's prior written permission.

2.7.5. The Schools 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, address, 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.

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

ARTICLE III **MANAGEMENT RIGHTS**

3.1. Management Rights Preserved.

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

Therefore, the Schools hereby retain and reserve unto themselves, 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 Schools except to the extent that any such power or authority is expressly contrary to any provision of this Agreement or applicable law. Where consistent with the above the Schools expressly reserves the following rights and authority, including, but without limiting the generality of the foregoing, the right:

3.1.1. To determine the qualifications for employment and continued employment;

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

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

3.1.4. To determine the Schools' mission, goals, themes, programs, curriculum design and methodologies of teaching and assessment for fulfilling them;

3.1.5. To determine staffing patterns and design, including as necessary any decision to lay-off or reduce its workforce as described in Article VI, Section 7 of this Agreement;

3.1.6. 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;

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

3.1.8. 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;

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

3.1.10. To operate the Schools, including moving or modifying facilities;

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

3.1.12. 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, but not for the purpose of replacing a position held by existing teachers;

3.1.13. 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;

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

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

3.1.16. 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 IV
SHARED LEADERSHIP COMMITTEES AND 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.

The Schools values input and recommendations from all Bargaining Unit Members. To that end, the Schools intend for the Shared Leadership teams to be reflective of diverse perspectives from the respective bargaining units, and team members will accordingly be selected.

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

4.1. IHSCA AVID Site Team.

The AVID Site Team is a voluntary team consisting of the Site Team Coordinator, an administrator, an academic advisor, AVID elective teachers, and teachers representing each content area who work together to close the achievement gap and provide college readiness for all students by implementing AVID across the school. The Site team will complete a Site Plan identifying priorities and setting goals to deepen the implementation of AVID strategies in the classrooms and school-wide. The team will meet monthly to support the implementation of the goals in the Site Plan; review the individual commitments; address issues of access and equity; and plan implementation of WICOR strategies in all classrooms.

1. The Site Team supports improved academic performance and college readiness for all students by utilizing AVID strategies, other best instructional practices and 21st century tools.
2. The Site Team will actively promote open access to rigorous curriculum and improved academic performance for all students.
3. The Site Team will promote the vision and tone of college readiness and high expectations for all students by taking a leadership role in the growth of AVID on campus.
4. The Site Team will promote beliefs and behaviors that reflect and demonstrate a college- going culture.

4.2. Professional Solutions Committee.

Each of the Schools shall establish a Professional Solutions Committee to discuss school operations, contract administration issues. And any new School instructional program or joint School UNION initiative prior to or at the time of its implementation at the local school level.

The committee shall be composed of the Principal or Assistant Principal and no fewer than three and not more than five members identified by the UNION delegate. Where there is not a UNION delegate or at the existing building rep's request, the council chair or their designee may lead a campus PSC. The UNION delegate shall be the chairperson of the Professional Solutions Committee. The Principal or Assistant Principal will be notified of the names of the committee representatives by the school's UNION delegate and report any changes in representatives as soon as possible. The committee shall meet at least monthly without loss of compensation, and the parties shall jointly establish the agenda at least forty-eight (48) hours prior to each meeting. The Principal or Assistant Principal and the chairperson of the Professional Solutions Committee shall exchange available and pertinent information concerning the contract administration issues operation of the school when such information is necessary for the understanding and resolution of professional problems under discussion by the Principal or Assistant Principal and the Professional Solutions Committee. The Principal/Assistant Principal or the UNION delegate may invite consultants or resource persons to attend the meeting to discuss specific agenda items with advance notice to the committee members. The committee shall decide whether and how to report the proceeding of its meetings to school staff.

4.3. Department Representatives.

The Principal shall consult all department representatives in connection with programming the respective school departments. Prior to April 1, each department representative shall submit written recommendations to the Principal concerning the programming of the department for the following school year. Each department shall elect a representative that will serve a two-year term.

In addition to making recommendations to the Principal the Department Representative will:

- Facilitate monthly department meetings;
- Coordinate internal substitutes for planned absences for their respective department;
- Manage the departmental budget;
- Bring departmental concerns to the Professional Solutions Committee Union Delegate
- Complete a department inventory at the conclusion of the school year.

Department Representatives shall receive a stipend for their service, and the amount of this stipend shall depend upon the size of the department.

4.4. IJLA.

The provisions set forth herein related to Department Representative selection and committee will apply to IJLA departments with three or more Bargaining Unit Members.

4.5. Leadership Committee.

The Leadership Committee will make use of school wide goals, benchmarks, mission/vision and campus improvement plan and other data points for the purpose of strategic planning and monitoring with the goal of ensuring college and career readiness and high expectations for all students. The committee will be made up of the Principal and at least 7 members no more than 10 representing IHSCA faculty and staff. Membership is voluntary.

4.6. Ad Hoc Committees.

Where appropriate, school leadership may elect to form certain ad hoc committees to support and sustain a rigorous academic and school culture, provided these new committees do not affect Bargaining Unit Member working conditions in any way. When the Schools wish to create a committee to address issues affecting any Bargaining Unit Member's working terms and conditions, the Schools must meet and collaborate with the Professional Solutions Committee and obtain Union consent to form such any committee that affects any Bargaining Unit Member's working terms and conditions.

ARTICLE V
LEARNING OPPORTUNITY

Educators may receive reimbursement on a case-by-case basis to take professional development classes at the CTUF Quest Center or elsewhere. Requests for outside professional development must comply with applicable procedures and will not be unreasonably denied. All educators who engage in school-funded outside professional development will be expected to share with the staff what they have learned through a presentation or another applicable method. The educator will coordinate such sharing opportunities with the Principal or Assistant Principal. Any time an educator participates in professional development classes, workshops or training, s/he will do so without loss of pay or use of paid time off (PTO).

ARTICLE VI
JOB SECURITY

6.1. Teaching Staff Evaluation.

The Parties agree with the following goals and purposes for teacher evaluation:

1. To improve teacher performance that will lead to improved student achievement.
2. To engage teachers in reflection and self-assessment regarding their own performance.

3. To provide teachers with information and guidance to inform their development.

Each School and the UNION shall meet to discuss what changes, if any, are necessary to improve the content and procedures of the teacher evaluation plan. Any changes to the teacher evaluation plan shall be communicated to all teachers within ten (10) school days of adoption.

6.1.1. Orientation. All teachers will receive an orientation session on the evaluation rubric and the evaluation procedures described in 6.1.3 below during or before the first week of the school year, but not later than the 15th day of student attendance, unless they are hired to the school after the 15th day. Teachers shall be provided copies, which may be in electronic form, of the evaluation criteria and procedures. Teachers hired after the first week of the school year shall receive said orientation within the first week after their hiring. A copy of the teacher evaluation criteria and procedures will be provided to every teacher.

6.1.2. Evaluator. The Principal and Assistant Principal(s) from their School, who are certified to conduct evaluations, shall be the official evaluators of all teachers. No teacher shall be evaluated by a bargaining unit member. By the 2019-2020 school year, all management employees evaluating teachers shall successfully complete evaluation training and pre-qualification through ISBE under Section 24A-3 of the School Code.

6.1.3. Teacher Observations. An evaluation rating shall be assessed based upon the following evaluation interactions:

Formal Classroom Observations: All formal observations will last no less than forty-five minutes. All formal 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 May 15th.

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.

1. At IHSCA, the formal observations shall be conducted only by the official school evaluator(s) as defined above. New teachers and probationary teachers will have formal observations at least two (2) times per school year, once per semester. All other IHSCA teachers will receive at least one formal observation per school year.

2. At IJLA, all teachers will have formal observations at least two (2) times per school year, once per semester.

6.1.4. Informal Classroom Observations. The Principal or Assistant Principal(s) may additionally conduct informal observations with or without prior notice to the teacher. The teacher summative evaluation may also be informed by informal unannounced observations. If the informal observation is to be used in the calculation of the teacher's summative rating, it must be at least fifteen (15) minutes in duration and no more than three (3) informal observations may be used. The evaluator shall provide feedback written and/or verbal concerning the content

of the informal observation within five (5) days of the informal observation. The evaluator and teacher may opt to have a conference to discuss the contents of the informal observation.

Any observations conducted by coaches, AVID team members, Director of School Climate, or any other persons other than the certified evaluators shall not be considered or included in any teacher evaluations in any form.

6.1.5. Pre- and Post-Observation Conferences:

6.1.5.1. Pre-observation conferences will be scheduled with no less than 48-hours notification and at least 48 hours before the observation.

6.1.5.2. 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.

6.1.5.3. Each formal observation shall take place on the agreed-upon day and class period between the teacher and the evaluator after the pre-conference. The observation should be scheduled to observe the unit and/or lesson discussed in the pre-conference. Under no circumstance shall an observation take place while students are taking an exam.

6.1.5.4. 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 written feedback on the observation form and rubric which 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.

6.1.6. Summative Ratings. At the end of the school year summative evaluation ratings for each teacher will be calculated by averaging the teacher's formal classroom observation(s), and up to three (3) informal unannounced observations, for the school year. The Evaluator 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(s) 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. If the teacher receives any rating that requires remediation, they may file a grievance up to step 2 of the remediation process.

6.1.7. Inability to Rate. If the school fails to evaluate a teacher, his/her rating will default to his/her most recent summative rating, or a rating of “proficient,” whichever is higher.

6.2. Remediation.

6.2.1. 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.

6.2.2. 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 by the Principal or Assistant Principal(s) from their Schools, who are certified to conduct evaluations.

6.2.3. Coaching Assignment: The parties agree that it is best practice and within the best interests of a successful remediation plan that an educator on remediation have access to regular and sustained coaching. An educator on a remediation plan will have access to coaching to help address the areas that have been identified for improvement. The remedial educator and the Coach will agree to meet during the workday, in order to work toward the targeted outcomes. In addition, the remedial educator may choose to observe other educators at the school if the educator and administrator believe this would be beneficial for the success of the educator.

6.2.4. If the School has followed the remediation plan and procedures properly and 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 been 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.

6.2.5. 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 VI, Section 6.5 herein governing progressive discipline. Nothing herein prevents Bargaining Unit Members from filing a grievance for cause relating to performance- related employment decisions under Article XV.

6.3. Non-Instructional Staff Evaluation.

The parties agree that evaluations can be a useful tool in identifying the strengths/weaknesses of individual employees while improving communication of expectation from the employer. Non-Instructional Bargaining Unit Members shall be evaluated based on an evaluative measure in accordance with their title.. This metric shall be provided to Non-Instructional Bargaining Unit Members along with orientation within fifteen (15) working days of the start of the academic school year or, for those hired after this time, within fifteen (15) working days of start of employment. Non-instructional staff shall not be subject to remediation and evaluations shall not be used for punitive purposes.

6.4. New Educator Mentoring.

IHSCA

In August of each school year, a mentor shall be assigned to new hires (mentees) to the teaching profession or the School. The new hires will be able to work with the mentor for as long as they need to or opt out of the program at any time. The end of the mentoring or the opting out will be documented in writing, witnessed and signed by the mentee, the mentor, and the Principal. Mentors will be selected by the School, with preference to subject area when applicable, grade level and service to the School. Mentors must have five years of experience and have worked with the school for at least two years, and serve as an advisor and role model to beginning educators. The mentor(s) will guide mentees in their role(s) and responsibility(ies) within the school environment, assisting in gathering resources, and/or in working through administrative procedures. Mentors will use their preparation periods or time away from their assigned duties (for non-teaching educators) as needed to work with mentees and will be paid at the in-house substitution rate not to exceed 15 contact hours.

IJLA

The provisions set forth herein related to New Educator Mentoring will apply to IJLA departments with three or more Bargaining Unit Members.

6.5. Discipline.

The Schools and Bargaining Unit Members will work towards restorative and growth-oriented practices in order to improve and correct performance or unwanted behavior. The following procedures, outline the steps the Schools and Bargaining Unit Members will take to come to a resolution on discipline matters, if and when they are warranted or necessary.

Just Cause. Bargaining Unit members may only be disciplined for just cause.

Due Process. 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.

Progressive Discipline Defined. The parties adopt/embrace the concept of progressive discipline and corrective discipline for Bargaining Unit Members. The use of progressive discipline is intended to be corrective, not punitive. In all steps of the progressive discipline process, all persons involved shall treat others with dignity and respect. Progressive discipline is a systematic approach to correct unwanted behavior and deter its occurrence by administering disciplinary actions based upon the consideration of 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 totality of the circumstances and (e) whether the bargaining unit member was afforded a reasonable period of time for correcting the behavior but within twelve (12) months of disciplinary step. Toward that end, the following disciplinary process and forms of discipline shall be used for all bargaining unit members. Generally, discipline for similar performance issues or behaviors shall be progressive in nature and follow these steps and the procedures set forth below:

- Step 1: Restorative Conversation with written summary
- Step 2: Verbal Warning with written summary
- Step 3: Written Warning
- Step 4: Final Written Warning in Lieu of Suspension or Suspension with or without pay
- Step 5: Dismissal

Step one: Restorative Conversation with written summary.

When a concern arises about a Bargaining Unit Member's behavior, the Schools and the Bargaining Unit Member will have a restorative conversation, focusing on the behavior at issue and developing goals for improvement. The Principal or Direct Supervisor will set a date and time for a meeting to occur with the Bargaining Unit Member in writing to have a restorative conversation to explore a potential issue. A "Step-One" Notice of the conversation will be sent by e-mail at least 72 hours in advance. The Bargaining Unit Member may bring Union representation to the meeting if they wish. After the initial restorative conversation, the Schools will provide the Bargaining Unit Member and the Union a written summary of the restorative conversation and the shared goals for improving behavior/conduct, and address any supports needed for the Bargaining Unit Member. The written summary may be revisited throughout the progressive discipline process. Unless warranted under the Skipped Steps provision herein, the Schools may not issue a verbal or written warning to a Bargaining Unit Member without first having had a restorative conversation.

Step two: Verbal Warning (with written summary).

The Principal or Direct Supervisor will set a date and time for a private meeting to occur with the Bargaining Unit Member in writing to have a formal conversation to discuss the particular discipline matter. A "Step Two" Notice of the meeting will be e-mailed at least 72 hours in advance. The Bargaining Unit Member may bring union representation to the meeting if they wish. After the meeting, the Principal or Direct Supervisor will serve the Bargaining Unit Member with a written summary of the verbal warning, which documents the meeting, the nature of the misconduct and setting forth the improvement needed. The verbal warning with written summary shall be issued within ten (10) school days of the meeting. If the Bargaining Unit Member believes there is not just cause for the verbal warning, the Bargaining Unit Member may submit a written rebuttal and/ or file a grievance under Article X, any rebuttal will be placed in the Bargaining Unit Member's personnel file.

Step three: Written Warning.

The Principal or Direct Supervisor will provide the Bargaining Unit Member with a Written Warning notice and any supporting documents that evidence the misconduct. This notice will also set a date and time for a private meeting to occur between the Principal or Direct Supervisor and the Bargaining Unit Member. A "Step Three" Notice of the meeting will be e-mailed at least 72 hours in advance. The Bargaining Unit Member may bring union

representation to the meeting if they wish. After the meeting, if the Principal or Direct Supervisor believes it appropriate, the Principal or Direct Supervisor may provide the Bargaining Unit Member with a Written Warning that memorializes the meeting, the nature of the misconduct and sets forth the improvement needed. The Written Warning shall be issued within ten school days of the meeting. If the Bargaining Unit Member believes there is not just cause for the Written Warning, the Bargaining Unit Member may submit a written rebuttal and/or file a grievance under Article X. All rebuttals will be placed in the Bargaining Unit Member's personnel file.

Step four: Final Written Warning in Lieu of Suspension or Suspension(s) with or without pay.

The Principal or Direct Supervisor will provide the Bargaining Unit Member with the Pre-Meeting for a Final Written Warning in Lieu of Suspension or a Suspension notice and any supporting documents that evidence the misconduct. This notice will also set a date and time for a private meeting to occur between the Principal or Direct Supervisor. A "Step Four" Notice of the meeting will be e-mailed at least 72 hours in advance. The Bargaining Unit Member who may bring union representation to the meeting if they wish. After the meeting, if they still think it appropriate the Principal or Direct Supervisor may provide the Educator with a Final Warning in Lieu of Suspension notice or issue a suspension with or without pay. The Final Warning in Lieu of Suspension or Suspension notice will memorialize the meeting, the nature of the misconduct and sets forth the improvement needed. The Final Written Warning in Lieu of Suspension or Suspension notice will be issued within ten (10) school days of the meeting. Suspension with pay may be implemented before an investigation is completed if it is in the best interest or for the safety of the students, Bargaining Unit Member, or agency. If the Bargaining Unit member does not believe there is just cause for the Final Warning in Lieu of Suspension or the Suspension, the Bargaining Unit Member may submit a written rebuttal and/or file a grievance under Article X. All rebuttals will be placed in the Bargaining Unit Member's personnel file.

Step five: Dismissal

The Principal may dismiss a Bargaining Unit member when he or she does not improve following a Final Warning in Lieu of Suspension or a Suspension or when he or she engages in misconduct for which dismissal is appropriate. When the Schools seek dismissal of a Bargaining Unit member, unless not possible given safety concerns, the Schools will hold a pre-dismissal conference with the Bargaining Unit Member before making a final decision to dismiss that Bargaining Unit Member. A "Step Five" Notice will be e-mailed setting a date and time for the pre-dismissal conference. The Bargaining Unit member shall have the right to union representation at this conference if they wish. When a Bargaining Unit Member is dismissed, a transition plan to ensure that the Bargaining Unit Member's duties are fulfilled and not neglected is preferred, but the Parties recognize it might not always be possible. If the Bargaining Unit Member believes the dismissal to be unjust, they may file a grievance under Article X.

Contents of Written Warnings. The written notices of discipline as described herein will 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 Schools have the final decision on the contents and implementation of the remedial actions. To the extent the remedial actions require anything from the Schools, the Schools will make a good faith effort to implement any such remedial actions.

Skipped Steps. Any of these steps may be skipped based upon the severity of the alleged action at the Principal's determination, provided that just cause for discipline imposed is established.

Anonymous Complaints. The Schools shall not issue discipline to any Bargaining Unit Member based solely on an anonymous complaint. Nothing herein prevents the Schools from initiating an investigation, and subsequently issuing discipline, on the basis of an anonymous complaint.

Stale Discipline. Notwithstanding the provisions above, the Schools shall not rely on active Bargaining Unit Member's records of disciplinary action for disciplinary purposes eighteen (18) months after the issuance of the disciplinary action, provided that nothing in this Section shall be construed to prevent or limit the Schools from relying on or viewing any disciplinary records of former employees seeking to be rehired as employees of the Schools

Provisional Employees and Performance Evaluation. The procedures set forth herein shall not apply to the Schools' termination decisions concerning provisional Bargaining Unit Members, or evaluations of Instructional Bargaining Unit Members' performance.

Non-Instructional Bargaining Unit Members. The procedures set forth herein shall apply to any performance-related issues for Non-Instructional Bargaining Unit Members. Nothing set forth in this Article, prevents the schools from appropriately disciplining Non-Instructional Bargaining Unit Members for performance related issues under this provision for just cause.

6.6. Renewal, Resignation and Dismissal.

6.6.1. Resignation. A Bargaining Unit Member wishing to resign shall attempt to give the Principal as much notice as possible. When a Bargaining Unit Member must resign during the school year, a two (2) week notice is preferred. Bargaining Unit Members planning not to return for the coming year should make every effort to give notice to the Principal of their decision by March 15.

6.6.2. Renewal and Dismissal.

(a) Probationary Period: In their first year of employment, a Bargaining Unit Member shall be considered probationary and may be released during or at the end of the first year of employment, pursuant to the procedures set forth in the Employee Handbook. The Parties agree that the Principal shall 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.

(b) Renewal of Probationary Educators: Probationary Bargaining Unit Members shall be informed of renewal decisions in writing for the coming year no later than May 15 of each year, subject to Section 6.6.2(a) provision herein.

(c) Non-Probationary Educators: Bargaining Unit Members who have completed the probationary period shall be considered non- probationary Bargaining Unit Members.

6.7. Layoff and Recall Provisions.

In the event either School decides that it must reduce the number or type of educators employed due to economic, programmatic, facilities or compliance decisions, those Bargaining Unit Members who will be impacted will be honorably dismissed and will be entitled to a neutral letter of recommendation.

6.7.1. Layoff.

Should Bargaining Unit Member layoffs be necessary, within the affected departments or roles and within each School, the order shall be as follows:

1. First, any non-Bargaining Unit, sub-contracted third-party vendors serving within the affected department or roles, shall be laid-off by inverse order of seniority within classification;

2. Then, Probationary Bargaining Unit Members shall be laid off in an order determined by the Schools;

3. Then, Bargaining Unit Members who are rated unsatisfactory or basic, in inverse order of seniority;

4. Then, should layoffs still be necessary, they shall be by inverse order of seniority within classification. Bargaining Unit Members subject to layoff only pursuant to this step 4 shall be able to exercise his or her seniority for the following options in lieu of layoff, provided that the employee is qualified for the position (including with respect to the Schools' ability to maintain compliance with any state or federal laws, regulations or CPS requirements:

(a) To fill a vacant position at their School;

(b) To displace a Bargaining Unit Member with less seniority in the same job title or in a different job title for which they are qualified at their School;

Any Bargaining unit members subject to displacement by the above procedure shall be considered subject to layoff and shall have the right to exercise the same options. Displaced Bargaining Unit Members with no further rights under subparagraphs a or b above shall be considered laid off.

6.7.2. Recall. A Bargaining Unit Member who has been laid off shall be entitled to recall at their School for a period of two (2) years from the date of layoff, provided that they are qualified to fill the vacancy. Laid off bargaining unit employees shall be recalled in inverse order of layoff.

In accordance with Sections 6.7.1 of this Agreement, probationary teachers who are recalled shall continue on probationary status until that status is completed. If an educator refuses a position offered pursuant to this recall provision, if the position is substantially similar to that which they previously held, they forfeit recall rights in the future.

6.7.3. Compliance. The parties agree that in all staffing determinations pursuant to this section (layoff, displacement procedures and recall), the Schools may make decisions as needed in order to ensure compliance with state and federal rules and regulations and with CPS requirements as it relates to Charter Schools.

6.7.4. Notice. The Schools shall notify the Union forty-five (45) days prior to the effective date of any layoff and seek the Union's views on the matter. Nothing herein waives the Schools' rights under Article III to decide to layoff or reduce their workforces or to determine staffing patterns and designs in their sole discretion.

Except as set forth herein, the Schools shall notify Bargaining Unit Members subject to layoff no less than thirty (30) days in advance of the effective date of the layoff, or provide thirty (30) calendar days' pay in lieu of notice. Except in the event of unforeseen circumstances, Bargaining Unit Members laid off effective at the start of a school year shall be so notified no later than forty-five (45) days prior to the start of the school year. In the event of a school closure, the Schools will provide as much notice to Bargaining Unit Members as possible, and no less than sixty (60) days' notice.

In the event that the Union wishes to bargain over the effects of any layoff, it shall provide notice to the School no later than five (5) days after the notice of layoff.

6.7.5. Redefinition. If the license, endorsement, or qualification requirements for any Bargaining Unit position are changed, the incumbent Bargaining Unit Member in any such position shall be afforded a reasonable period of time to attain any newly required credential(s), consistent with all applicable laws and regulations.

6.8. Personnel Files.

IDPL shall comply with the Illinois Personnel Records Review Act (IPRRA), IDPL shall maintain personnel records concerning each Bargaining Unit Member in the official personnel file which shall be kept in the human resources office or may be maintained in electronic format. Bargaining Unit Members shall be notified of any material that is to be placed in his or her official file within fourteen (14) calendar days. Bargaining Unit Members shall have the right to add explanatory material to their official personnel file, as allowed by law.

Bargaining unit Members 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 Union council chair or his/her designee may also review the file with the consent of the Bargaining Unit Member, and in accordance with the Freedom of Information Act (5 ILCS 140) (FOIA). Consistent with the IPRR, neither IDPL nor the Schools shall gather or keep record of non-academic or non-employment related activities or information unless the activities occur on School premises, during the Bargaining Unit Member's working hours and interfere with the performance of the Bargaining Unit Member's duties or the duties of other School or IDPL employees, or unless the information or activities, regardless of when and where occurring, constitute criminal conduct. or may reasonably be expected to harm the School property or School operations.

ARTICLE VII WORKING CONDITIONS

7.1. Job Descriptions.

All employees will be given an official job description during new teacher orientation. Consistent with Article VII, Section 3 of this Agreement, new instructional Bargaining Unit Members shall be provided 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 each Schools' Evaluation System.

7.2. Illinois Professional Educator License Expectations.

Teaching Bargaining Unit Members and Support Staff Bargaining Unit Members (educators providing services and whose positions are required by law to have licensure) who do not possess a Professional Education License will work with their Principal to agree upon a Professional Educator Licensure Plan (PELP), which details a reasonable timeline of courses and/or licensure test/s completion.

Unlicensed Educators Hired Prior to 2015-2016 Academic Year

Educators hired before the 2015-2016 Academic Year still in need of a PEL, will be encouraged but not required to continue the process to obtain the PEL.

Unlicensed Educators Hired In or After the 2015-2016 Academic Year

Currently employed Teaching Bargaining Unit Member and Support Staff Bargaining Unit Members who were hired in or after the 2015-2016 academic year still in need of PEL will meet with their principal to:

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

The PELP will be signed by both the Teaching Educator Bargaining Unit Member or Support Staff Bargaining Unit Member and the Principal, and will be filed in each Teaching

Educator Bargaining Unit Member's or Support Staff Bargaining Unit Member's Human Resources file.

Currently employed Teaching Educator Bargaining Unit Members and Support Staff Bargaining Unit Members are expected to complete the licensure expectations within the timeline set forth in the PELP. If a Bargaining Unit Member foresees he/she will not become licensed within the expected timeline, the Educator Bargaining Unit Member may meet with their principal four (4) months prior to the end of their PELP to discuss an extension of the PELP.

Beginning June 30, 2019, the State of Illinois will put TAP (Test of Academic Proficiency) on hold indefinitely. TAP test passes prior to June 30, 2019 will continued to be accepted. ISBE (Illinois State Board of Education) will require specific scores on the ACT or SAT as a test of basic skills for the issuance of a PEL (Professional Educator's License). Requirements are as follows as outlined by ISBE:

- ACT
 - Taken prior to 9/1/15: Composite 22; English/Writing 19
 - 9/1/15 – 9/1/16: Composite 22; Writing 16
 - 9/1/16 and Later: Composite 22; Writing 6
- SAT
 - Taken prior to 3/15/16: Composite 1030; Writing minimum 450
 - 3/15/16 and Later: Composite 1110; Writing/Language minimum 26

New Educator Bargaining Unit Members.

Educator Bargaining Unit Members hired without licensure after this contractual agreement goes into effect will meet with their Principal upon their hiring to create and agree upon a (PELP), and will be expected to complete the licensure process, as defined by applicable State regulations, within three (3) years of their date of hire or at the end of their ELP. If an unlicensed Educator Bargaining Unit Member foresees he/she will not become licensed within the expected timeline, the Educator Bargaining Unit Member may meet with their principal four (4) months prior to the end of their third contract year to discuss an extension of the PELP.

Beginning June 30, 2019 the State of Illinois will put TAP (Test of Academic Proficiency) on hold indefinitely. TAP test passes prior to June 30, 2019 will continued to be accepted. ISBE (Illinois State Board of Education) will require specific scores on the ACT or SAT as a test of basic skills for the issuance of a PEL (Professional Educator's License). Requirements are as follows as outlined by ISBE:

- ACT

- Taken prior to 9/1/15: Composite 22; English/Writing 19
- 9/1/15 – 9/1/16: Composite 22; Writing 16
- 9/1/16 and Later: Composite 22; Writing 6
- SAT
 - Taken prior to 3/15/16: Composite 1030; Writing minimum 450
 - 3/15/16 and Later: Composite 1110; Writing/Language minimum 26

Post-PELP and/or An Extension

If an Educator Bargaining Unit Member does not complete licensure as stated in the PELP or within six (6) semesters, and an extension to the PELP has not been approved, the Educator Bargaining Unit Member may be terminated.

If an extension is granted and at the end of it the educator is still in need of a PEL, he/she may be terminated, or retained if the School's Principal determines, at her/his discretion, that a termination is not in the best interests of students (based on continuity of programs, curriculum, consistently high-level instruction, student engagement, compliance with school policies and commitment to the School's mission). In the event that the teacher is not terminated on the basis described above, the teacher without license will still be required to complete the program they currently are enrolled. In the event of termination, the School may re-hire the educator at a later date if licensed. The re-hired Educator Bargaining Unit Member would not lose their years of service.

Non-Teaching Bargaining Unit Members

Non-Teaching Bargaining Unit Members who are providing services and whose positions are required by law to have licensure, will be hired only if they possess the appropriate Professional Educator License for their position.

7.3. Work Year.

Unless otherwise specified in this Agreement, the work year for 10-month Bargaining Unit Members shall be one hundred ninety (190) days, with one hundred eighty (180) of these days to be student attendance. These days will always include Report Card Pickup and Graduation.

There shall be 10 professional development days in any given year. This will include:

Six (6) Institute days in August: 5 Principal-directed; the last one (1) Institute day shall be Educator directed.

Four (4) Full Day Professional Development Days during the school year: three (3) principal-directed; the last one (1) professional development day shall be educator directed.

The following Bargaining Unit Members shall be considered 10-Month Bargaining Unit Members: Teachers, Instructional Coaches, Classroom, Climate and Culture Coaches, and Career and College Coaches Counselors, Advisors, Paraprofessionals, Social Workers and Librarians.

IHSCA Social Workers and Advisors may be required to work no more than 8 additional days during the summer, to be paid on a per diem rate. Social Workers and Advisors may volunteer to work additional days, to be paid on a per diem rate, to be approved by the Principal.

IJLA College and Career Coaches may be required to work no more than 7 additional days during the summer, to be paid on a per diem rate.

The following Bargaining Unit Members shall be considered 12-Month Bargaining Unit Members: Clerical

7.4. Work Day/Teaching Load/Preparation Period IHSCA Work Day.

1. Workday. The workday for Educators shall be no more than seven (7) hours and fifteen (15) minutes. The workday for Clerical Bargaining Unit Members shall be no more than seven (7) hours thirty (30) minutes.

2. Teaching Load. Teachers shall teach no more than one thousand two hundred (1,200) minutes of instruction per week.

3. Preparation Periods. Each teacher schedule shall have eight (8) self-directed preparation periods and two (2) principal-directed preparation periods per week, used for staff development, administrative meetings, and IEP meetings, totaling 800 minutes. If more than two (2) preparation periods are assigned principal-directed, the teachers shall be compensated at the internal substitution rate.

4. Lunch/Breaks. All Employees shall have daily a continuous 30-minute duty-free lunch period. Non-Teacher Educators shall receive two 15 minute breaks per day. Nothing in this section shall prohibit non-teacher educators from combining their breaks with their lunch period for a continuous sixty (60) minute duty free lunch.

5. Non-classroom Supervisory Duty. Educators may be assigned breakfast duty, Resource Time, any additional student contact time outside of instructional time, or have the option to sign up for duties on a voluntary basis with the Principal's approval and will be compensated at the employee's prorated effective hourly rate or stipend depending on the duty assignment.

IJLA Work Day

1. Workday. The workday for Bargaining Unit Members shall be no more than seven (7) hours and fifteen (15) minutes.
2. Teaching Load – Teaching Bargaining Unit Members shall teach no more than one thousand two hundred (1200) minutes of instruction per week.
3. Preparation Periods. Each Teaching Bargaining Unit Members shall have 4 (four) self- directed preparation periods per week and 1 (one) principal directed per week totaling 485 mins/week. Principal directed time is to be used for teacher coaching, staff meetings, professional development, teacher collaboration, department meetings, subject area team meetings and other professional preparation activities.
4. Lunch/Breaks. All Bargaining Unit Members shall have daily a continuous 30-minute duty-free lunch period, except as set forth herein. Non-Teacher Bargaining Unit Members shall receive two 15 minute breaks per day. Nothing in this section shall prohibit non-teacher Bargaining Unit Members from combining their breaks with their lunch period for a continuous sixty (60) minute duty free lunch.
5. Non-classroom Supervisory Duties: Bargaining Unit Members will be assigned to lunch duty once every other week. Bargaining Unit Members shall not otherwise be required to complete non-classroom supervisory duty.

7.5. Non-Teaching Educators Flex Time.

For non-teaching Bargaining Unit Members who are required by their supervisors to work outside regularly scheduled hours, the Schools agree to show scheduling flexibility in allowing such Bargaining Unit Members time off during regularly scheduled hours to recognize this contribution. Such time off must be requested at least 24-hours in advance, in writing, to the Bargaining Unit Members' supervisors and must be taken within one (1) month of when the flex time is earned. In the event the School schedules an event that requires non-teaching Bargaining Unit Members to work outside regularly scheduled hours, the School will provide as much notice as practicable, but no less than four weeks' notice.

7.6. Grading Requirement.

With the exception of Familia students (IJLA), Bargaining Unit Members will enter four (4) grades per student for each three (3) week period. Grades may consist of test, quizzes, homework assignments, projects, class participation or work done during class.

7.7. Student Progress Requirement.

IHSCA

Students will receive progress reports the 3rd and 6th week in each quarter. Teachers will meet with students every three (3) weeks starting the fourth week of each semester, and every three weeks thereafter, to discuss progress. Student meetings shall be held on Fridays

from 2:00PM until the end of the workday, and shall be documented in the student information system by the teacher within two working days. School administration shall make a phone blast announcing student teacher conferences as least forty-eight (48) hours prior to conference. School Administration may designate additional student-teacher conferences, as needed.

IJLA

Progress reports will be distributed to students at the end of the 3rd and 6th week of each quarter from all classes on the dates specific on the report card timeline. FAMILIA teachers will meet with students that are not passing or at higher risk of failing the quarter. An additional copy of the Progress Report is given to the Social Worker, Dean and College and Career Coach for additional academic interventions.

7.8. Teaching Staff Internal Substitution.

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, or in lieu of their non-teaching educator job duties. Bargaining Unit Members are permitted to procure internal substitutes as necessary, if they so choose. Bargaining Unit Members wishing to perform or utilize internal substitution must adhere to the applicable substitution policies and procedures.

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 \$40 per hour (\$.67 per minute) calculated to the nearest minute, with a minimum of no less than \$40 per class.

7.9. Class Size.

IHSCA Class Size

The Parties agree that smaller class sizes create better learning environments for students. To that end, the Schools shall maintain an average class size of 27 students in regular education classrooms. The Schools shall maintain an average class size of 26 students in science laboratory classrooms.

The Parties understand and agree that class size 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.

If, at the full enrollment date, the class size for the teaching Bargaining Unit Member exceeds an average of 27 students per class or if there are more than 28 students in one class, the Parties agree that the affected Bargaining Unit Member shall be compensated at the rate of two dollars (\$2.00) per student per day for every student over the average number of 27 students per class, the average number of 26 students in science laboratory classrooms or 28 students in one class.

If during a semester, but after the count at the full enrollment date of the semester, a teachers' class size exceeds the average of 27 per class or a class size becomes higher than 28

students, the additional amount shall be paid beginning on the day that the enrollment created such excess.

The 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).

IJLA Class Size

An educator's average number of students per class shall not exceed twenty-five (25) (sum of total number of students in each class divided by the number of classes) and an individual class shall not exceed twenty-seven (27) students.

The 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).

7.10. Academic Freedom.

Bargaining Unit Members may exercise reasonable discretion with respect to the delivery of the approved curriculum. Nothing herein precludes the right of the School to make decisions to address any concerns related to content or instructional delivery with Bargaining Unit Members.

It is the intent of the parties to assure that Instructional Staff enjoy academic freedom in the Schools. Academic freedom shall mean that Instructional Staff are free to develop and 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. Instructional staff shall be free to use their own instructional materials (including lesson plans and assessments) developed by them and to use researched-based best practices of instruction based on knowledge of students and area(s) of expertise.

Each school will have a centralized resource bank that staff, at their own discretion, may utilize to support their instruction.

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.

7.11. Notice of Assignment.

All teachers will receive notice of their tentative assignments for the following school year by the first Monday in May. If teachers do not receive their assignments by the first Monday in May, the tentative assignments shall be made within departments. Teachers shall be allowed to submit in writing their course preferences prior to the first Monday in May.

7.12. Educational Compliance Article.

IHSCA, IJLA and Bargaining Unit Members shall follow all applicable laws concerning Special Education and English Language Learners at the Schools.

ARTICLE VIII
WAGES AND BENEFIT

8.1. Wages.

8.1.1. Step and Lanes: Bargaining Unit Members will be placed on salary schedules as set forth herein. Teaching Bargaining Unit Members shall receive one (1) step credit for each year of teaching experience at the Schools and one half (1/2) year of credit for outside teaching experience. Non-teaching Bargaining Unit Members shall receive one (1) step credit for each year of experience at the Schools and one half (1/2) year of credit for outside work experience in comparable positions to the position they hold with the Schools. Bargaining Unit Members shall advance one step each year of the Agreement.

Any Bargaining Unit Member whose current pay rate is higher than the salary for their step placement (pursuant to the factors set forth above) shall be placed at the next step above their current pay rate. All Bargaining Unit Members are guaranteed a minimum of a \$750 raise per year.

Credit for Lanes 3 and 4, set forth in the Appendices, will be awarded only for advanced degrees in a relevant field of study.

8.1.2. Salary Schedules:

- For the 2018-2019 School Year, Bargaining Unit Members shall receive a total of a 5% retroactive increase, paid as follows: 2% shall be paid no later than no later than the end of the 2018/2019 school year (June 14, 2019)
- 2% shall be paid no later than July 14, 2019
- 1% shall be paid no later than October 14, 2019

For the 2018-2019 School Year, the retroactive increase set forth herein shall apply to base pay as well as any compensation received for a fourth class, when taught.

For School Years 2019-2020, 2020-2021 and 2021-2022, the following salary schedules shall apply:

Teachers and all ten-month bargaining unit Members except paraprofessionals

	Teacher Lane 1	Teacher Lane 2	Teacher Lane 3	Teacher Lane 4
	Licensed BA/BS	Licensed Masters	Licensed Masters +30	Licensed Masters +60 or
SY 2019 – 2020	93% CPS 2018-2019 Lane	93% CPS 2018-2019 Lane 2	Teacher Lane 2 +3%	Teacher Lane 3 +3%
SY 2020 – 2021	98% CPS 2018-2019 Lane	98% CPS 2018-2019 Lane 2	Teacher Lane 2 +3%	Teacher Lane 3 +3%
SY 2021 – 2022	102% CPS 2018-2019 Lane 1	102% CPS 2018-2019 Lane 2	Teacher Lane 2 +3%	Teacher Lane 3 +3%

The above scale reflects base salary for Teaching Bargaining Unit Members who teach three periods per day. Teaching Bargaining Unit Members who teach more than three periods per day shall be paid an additional rate equal to one third (1/3) of their regular base salary (excluding internal substitution and translation services).

See Appendix A for the salary scales reflecting the table above.

Non-Licensed Teachers and Non-Licensed ten-month Bargaining Unit Members except paraprofessionals

	Non-Licensed	Non-Licensed w/ Masters	Non-Licensed with PhD
SY 2019 – 2020	Teacher Lane 1 less \$5,000	Teacher Lane 2 less \$5,000	Teacher Lane 3 less \$2,500
SY 2020 – 2021	Teacher Lane 1 less \$4,000	Teacher Lane 2 less \$4,000	Teacher Lane 3 less \$1,500
SY 2021 – 2022	Teacher Lane 1 less \$4,000	Teacher Lane 2 less \$4,000	Teacher Lane 3 less \$500

See Appendix A for the salary scales reflecting the table above.

Paraprofessional and Clerical Bargaining Unit Members

Paraprofessionals and Clerical Bargaining Unit Members will be paid based on the salary schedule attached hereto as Appendix B.

Any paraprofessional who does not become licensed by the 2020/2021 school year, will have their salary frozen at the 2019/2020 rate until they become licensed.

8.2. National Board Certification.

Bargaining Unit Members who have National Board Certification shall receive an annual salary increase of \$3,000.

8.3. Insurance Benefits.

8.3.1. Health and Dental Insurance. The Schools shall maintain current health and dental benefit levels both HMO and PPO health and dental insurance plans for all Bargaining Unit Members. The Bargaining Unit Member may elect single, single plus spouse, single plus children, or family coverage. The Schools shall contribute an amount, which is equal to 75% of the HMO premium cost for the elected health and dental insurance plans. The Schools' goal is to continue to offer Blue Cross Blue Shield as their insurance provider. The Schools shall commit to discuss with the Professional Solutions Committee (PSC) any changes that may be contemplated during the life of this contract, however the decision to change and choose health care providers is within the Schools' sole discretion. The Schools will commit to make sure Bargaining Unit Members are apprised of pertinent information regarding potential insurance changes prior to any changes being made.

The Schools agree to attend CTU-ACTS healthcare committee meetings, which will occur no less than two times a year to explore possibilities to secure healthcare savings. The Schools, however, are under no obligation to participate in any CTU-ACTS healthcare program or plan.

8.3.2. Long Term Disability Insurance. The Schools shall maintain the current benefit levels for long-term disability insurance for all Bargaining Unit Members at no cost to the Member.

8.3.3. Short Term Disability Insurance. The Schools shall maintain the current benefit levels for short-term disability insurance for all Bargaining Unit Members at no cost to the Member.

8.3.4. Life Insurance. The Schools shall maintain a life insurance plan in the amount of \$25,000 for all Bargaining Unit Members at no cost to the Member. Beginning in the 2019-2020 school year, the amount shall be increased to \$30,000 for all Bargaining Unit Members at no cost to the Member for the 2020-2021 and all subsequent school years.

8.4. Leaves

8.4.1. 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 the Schools. A Bargaining Unit Member who uses more than three (3) consecutive sick leave days may be required to provide a doctor's certification.

8.4.2. 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.

8.4.3. Personal Leave. All Bargaining Unit Members are entitled to five (5) 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 five (5) 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.

Personal leave days may not be taken the first five (5) or last five (5) days of the school year, the day before or after an extended break (Thanksgiving, Winter and Spring), State Mandated Testing Days, or on parent/teacher conference days.

8.4.4. Leave Donation. In the event a Bargaining Unit Member: (i) qualifies for an approved FMLA leave, (ii) medical leave, (iii) bereavement leave and (iv) or upon the approval of the Principal, upon that Bargaining Unit Member's exhaustion of accrued personal and sick leave, Bargaining Unit Members may request the donation of additional sick leave time without a cap from other Bargaining Unit Members.

Upon exhaustion of the sick and personal days, all Bargaining Unit Members may request the donation of additional sick leave time from other Bargaining Unit Members. The receipt of donated sick days set forth in this paragraph will total no more than 5 days per year.

The donated sick leave time as a result of this Article will be deducted from the accrued sick leave time of the Bargaining Unit Member who donates it. The Union hereby consents to any individual Bargaining Unit Member's decision to diminish contractually-negotiated benefits to which they would otherwise be entitled. Nothing herein is intended to diminish Bargaining Unit Member's rights under the Chicago Paid Sick Leave Ordinance, or any other regulations; however to the extent it does, donating Bargaining Unit Member, waive those rights. All Bargaining Unit Members donating or receiving sick leave time must comply with the Schools' policies and procedures for donated sick leave time.

8.4.5. Parental Leave. Bargaining Unit Members are entitled to 100% of base pay for the birth or adoption of a child, in accordance with their length of service as the Schools as set forth below:

- Less than 3 years: ten (10) business days
- 3 – 4 years: fifteen (15) business days
- More than 5 years: twenty (20) business days

Bargaining Unit Members who are eligible for short term disability leave may additionally use those benefits, as applicable as well as any accrued personal leave, sick leave or donated sick leave as provided for in this Article. Paid parental leave, any paid medical leave and

use of any sick or personal days runs concurrently with any unpaid FMLA leave and any applicable state or local family or medical leave laws.

HOLIDAYS

The Schools are closed and Bargaining Unit Members are not required to work on the holidays listed below.

- Labor Day
- Indigenous Peoples Day
- Thanksgiving & Day After
- Christmas Eve & Day
- New Year’s Eve & Day Martin Luther King, Jr. Day Presidents Day
- Memorial Day Independence Day

If the holiday falls on a weekend (Saturday or Sunday), the Bargaining Unit Member shall receive the Friday before or the Monday after the holiday.

10-Month Bargaining Unit Member Breaks

All 10-month Bargaining Unit Members, will receive time off during the breaks listed below:

- Thanksgiving Week
- Winter Break
- Spring Break.

12-Month Bargaining Unit Member Vacation

Length of Service	Vacation Day Accrued	Hours Earned per Pay Period
Less than 3 Years	10 working days	3.3
3 to 6 Years	15 working days	5
6 or more years	20 working days	6.67

12-month Bargaining Unit Members may roll over up to 80 hours of vacation time per year. 12-month Bargaining Unit Members will additionally receive the following time off: Friday after Thanksgiving and from December 24 until January 2.

8.4.6. Family Medical Leave. The Schools recognize 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. The Schools provide 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 (12) weeks in a twelve (12) month period of employment for qualified reasons. Specific provisions govern the use of

FMLA. Detailed information regarding the Schools FMLA policies can be found in the Employee Handbooks.

8.4.7. Bereavement Leave. Bargaining Unit Members will be granted up to five days of paid time off following the death of a member of the Bargaining Unit Member's family. Bargaining Unit Members wishing to use such leave shall notify the Principal as soon as possible and shall inform the Principal as to the expected date of return. In the event additional leave is needed for significant loss, the Principal may approve the use of additional sick, personal, or donated leave days.

8.4.8. Jury Duty Leave. Bargaining Unit Members will be granted paid time off for up to two (2) weeks while serving on jury duty. This may 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, Bargaining Unit Members must turn in the jury duty per diem to the Schools. Prompt notification to the Principal of jury duty summons is required.

8.4.9. Inclement Weather. In the event of inclement weather, Bargaining Unit Members are only required to make up a work day if it's necessary to make up students' instructional time.

8.4.10. 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 the Schools. Bargaining Unit Members must make the request in writing to the Principal(s) 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.

8.5. Pension and Retirement Matters.

The Schools will follow the following procedures with respect to employer contributions to the Chicago Teachers' Pension Fund ("CTPF") for licensed Bargaining Unit Members

1. Amount of Pick Up. With respect to any legally required employee contribution for licensed Bargaining Unit Members of 9% of annual salary, the Schools shall contribute an amount equal to 7% of each Bargaining Unit Member's base salary as the employer contribution to the CTPF. This payment is in addition to the actual salary paid to the Bargaining Unit Member (also known as the "Pension Pick Up"). Licensed Bargaining Unit Members shall only be responsible for the remaining 2% employee contribution, which the Employer shall make via payroll deduction.

2. Claim to Funds Picked Up. The licensed Bargaining Unit Members shall have no right or claim to the Pension Pick Up funds except as they may subsequently become available upon retirement or resignation from CTPF.

3. Retirement Account. Bargaining Unit Members may opt to participate in the School'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 the Schools into a retirement plan chosen by the Bargaining Unit Member

8.6. Travel Stipend.

Bargaining Unit Members required to travel outside of the Schools for any reason shall be reimbursed for mileage at the IRS rate.

8.7. Teacher Supply Reimbursement.

Each Bargaining Unit Member shall be reimbursed up to \$250 each school year for classroom supplies and materials purchased by them for student instruction and support.

8.8. Spanish Translation.

The parties agree that it is important that parents be able to understand in their native language the content of IEPs, content of parent meetings and comments at report card pick up. Any Bargaining Unit Member who is asked to perform translation services during their non-working time or during their prep periods will be compensated at a rate of \$25/hr. This compensation shall be in addition to their regular salary or pay.

ARTICLE IX WRAPAROUND SERVICES

9.1. Wraparound Services.

Beginning in the 2019-2020 school year, each School will maintain appropriate staffing ratios for Counselors and licensed School Social Workers. For Nurses and Psychologists, the Schools will offer services consistent with the staffing ratios recommended by the professional organizations listed below:

9.1.1. Nurses. The National Association of School Nurses recommends one school nurse to 750 students in the healthy student population; 1:225 for student populations requiring daily professional nursing services; 1:125 for student populations with complex healthcare needs; 1:1 for individual students requiring daily, continuous professional nursing services.

9.1.2. Psychologists. The National Association of School Psychologists recommends a ratio of students to school psychologists of 500-700:1.

ARTICLE X
GRIEVANCE PROCEDURE

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

10.1. Purpose.

The primary purpose of this procedure is to resolve issues at the lowest level possible through a professional approach.

10.2. Grievance – Defined.

A "grievance" shall mean a complaint involving a work situation; a complaint that there has been a violation or misinterpretation of any of the provisions of this Agreement; a complaint that there has been a deviation from, misinterpretation of or misapplication of a practice or policy.

10.3. Representation.

Bargaining Unit Members shall have the right to have Union representation at all stages of the grievance procedure described below. Bargaining Unit Members shall also have the right to file their own grievances, provided that with the Bargaining Unit Member's consent, the Union is afforded the opportunity to represent the Bargaining Unit Members and receives written notice of all documents exchanged during processing of the grievance.

10.4. Process:

10.4.1. 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 their Supervisor, without fear of intimidation, retaliation or interference with the grievance process.

10.4.2. Procedure for Adjustment of Grievance.

Step 1— Principal:

(a) In the event the matter is not resolved informally, any Party may appeal to their Principal. The problem shall be stated in writing and submitted as a grievance to the Principal within forty-five (45) days following the act or condition which is the basis of the grievance.

(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. This decision shall be given within five (5) days of the formal conference.

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 fifteen (15) 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. 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 Federal Mediation & Conciliation Service (FMCS) prior to arbitration.

Step 3— Arbitration:

(a) If the grievance is not resolved, any Party may submit it for arbitration within twenty (20) 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 FMCS provide a panel of Arbitrators. The Parties may alternately select an agreed upon arbitrator without the use of the FMCS. 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 the Schools, the Union and the Bargaining Unit Members.

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

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, when possible.

(b) 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, this does not in any way preclude the Union from taking action to resolve a grievance.

(c) 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. The Union can send the matter immediately to arbitration if it is necessary.

(d) 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 XI
LEGAL AND TECHNICAL CLAUSES

11.1. Non-Discrimination Clause.

The Parties shall not, in their recruitment programs, hiring practices, dismissal procedures, or in any other relationship, discriminate or retaliate against any person on the basis of race, creed, color, sex, sexual orientation, marital status, age, handicap, disability, veteran status, gender identity or expression, national origin, immigration status, civil union status, parental status, 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 or a decision not to be a member of the Union. Nothing herein shall preclude the Schools from requiring Bargaining Unit Members to undergo fingerprinting, drug testing or any other testing required by the law and making appropriate employment decisions as a result thereof. Furthermore, nothing herein shall in anyway obligate the Parties or any of their agents to violate any applicable regulation or law.

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 the 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.

11.2. No Strikes.

During the Term of this Agreement, the Parties agree that the Bargaining Unit Members shall not engage in a strike, slowdown or any other work stoppage of any length, and the Union shall not instigate, encourage or condone the same.

11.3. No Lock Out.

During the Term of this Agreement, the Parties agree that the Schools shall not lockout any Bargaining Unit Members.

11.4. Good Faith.

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

ARTICLE XII
SANCTUARY

12.1. SANCTUARY SCHOOLS.

1. In the spirit of Plyler v. Doe, 457 U.S. 202 (1982), the Schools have consistently afforded students access to a high quality public education regardless of their immigration status and is committed to continue this practice. The Schools are committed to continuing to do so, consistent with all applicable laws and regulations.

2. Immigration and Customs Enforcement (ICE) has designated all secondary schools as "sensitive locations" in which ICE enforcement activities could pose a severe disruption to the learning environment and educational setting for students and their families.

3. In accordance with ICE's designation, the Schools and the Union jointly declare that the buildings and grounds of IDPL are sanctuary spaces 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, consistent with the law.

4. The Parties recognize that students and families trust the Schools to do everything they can to maintain their safety and the integrity of their family units. To foster this continued trust, unless required by law, School personnel shall not inquire about or record a student's or a family member's immigration status. The Schools will also comply with all provisions under the Family Education Rights and Privacy Act ("FERPA"). IDPL recognizes the trust families place in them and shall not voluntarily

divulge information to immigration agents unless required to do so under local, state or federal laws or regulations.

5. The Schools and their staff often have the right to be the first line of protection for students and families against unwarranted and detrimental immigration and enforcement actions. Upon request by ICE agents to enter School grounds, the Schools shall take steps to protect the interests of students and families, including for example, verifying the immigration agent's credentials, asking the agent why the agent is requesting access, and asking to see a warrant signed by a federal or state Judge.

6. Immigration agents seeking entry to the Schools or their grounds shall be asked to provide written authority from ICE instructing them to enter School property and for what purpose as well as a warrant signed by a federal or state Judge.

7. In the spirit of this commitment to a sanctuary school zone, absent exigent circumstances and/or a duly signed federal or state warrant and written authority from ICE supervisors, the Schools will not permit ICE agents to access School grounds or any records contained therein, nor will the Schools otherwise release to any third parties, other than the Union, any information pertaining to immigration status except with the employee's written consent or as required by local, state or federal laws or regulations.

8. In the interest of ensuring the success of the commitments made in this article, the Schools and CTU shall meet to develop a training program for staff on how to appropriately respond to ICE agents should they request entrance to the school facilities or grounds as well as proactive steps to aid students and families in obtaining legal or other assistance with immigration enforcement actions.

9. Bargaining Unit Members shall not face any Employer discipline for following the policies contained in this Article.

10. The provisions contained within this article shall in no way prohibit the Schools from honoring and complying with a duly authorized warrant and in no way shall obligate the Schools or any of its agents to violate any State or Federal statutes or regulations.

The Schools and the Union recognize that some aspects of this Article govern permissive subjects of bargaining. Notwithstanding the foregoing, nothing in this Article waives the Schools' right to decline to bargain over any other permissive subject of bargaining in the future. Neither this Article nor the fact that the Parties bargained over this provision shall be used or relied on by the Union as evidence in support of bargaining over permissive subjects of bargaining in any future matter or negotiation between the Schools and the Union.

12.2. SANCTUARY EMPLOYER.

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 Schools 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 Bargaining Unit Members, the Schools and the Union agree to the following:

1. The Schools reaffirm their commitment to equal opportunity in the workplace. The Schools comply with all applicable state and federal law regarding discrimination and will maintain a comprehensive process to investigate complaints and concerns regarding discrimination and retaliation.

2. The Schools shall not inquire about or demand proof of immigration or citizenship status, except as required by CPS or local, state or federal laws or regulations.

3. Upon written request, the Schools should provide for legal consultation or resources for any employee who has received a work authorization document under DACA (“affected Bargaining Unit Member”) in order to determine the extent to which said Bargaining Unit Member's work status will be affected by the termination of DACA and whether said Bargaining Unit Member may be eligible for any employment-based immigrant or non-immigrant visas. Upon request by the Union or an affected Bargaining Unit Member, the Schools will make all reasonable efforts to sponsor an affected Bargaining Unit Member for any employment-based immigrant or non-immigrant visas for which they are eligible. Nothing in this Agreement shall require or prevent the Schools from providing financial assistance to the affected Bargaining Unit Member.

4. Upon written request, an affected Bargaining Unit Member shall be released for up to ten (10) unpaid working days in order to attend to immigration or citizenship status matters. The Schools may request verification of such absence.

5. In the event that the Schools are no longer permitted to employ an affected Bargaining Unit Member, the Schools agree to treat the affected Bargaining Unit Member's separation as a leave of absence for purposes of the Bargaining Unit Member's return to work. Specifically, the Schools agree to reinstate the affected Bargaining Unit Member to the Bargaining Unit Member's former position, if available, without loss of prior seniority upon the Bargaining Unit Member providing proper work authorization within three (3) years of the date of separation. If the former position is not available, the Schools agree to reinstate the Bargaining Unit Member to substantially similar employment or the next available opening for which the Bargaining Unit Member is qualified and at that position's salary with no loss of pay.

6. Within thirty (30) days of the signing of this Agreement, the Schools and the shall send the following:

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

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

Any dispute regarding the meaning, interpretation, or application of this Article shall be subject to the grievance and arbitration procedure set forth in Article X, herein.

ARTICLE XIII
SEPARATION

When separation of employment occurs, Instructional Staff shall be provided with at least 30, but no more than 90 minutes supervised minutes to collect any personal belongings and/or electronic files that the employee created or maintained. In the event that a Bargaining Unit Member's separation requires that they be removed from the school building immediately, the Schools will work with the Bargaining Unit Member to deliver any personal belongings and/or electronic files that the employee created or maintained.

ARTICLE XIV
SUCCESSOR CLAUSE

The Schools and IDPL will not transfer, assign or otherwise divert the management or 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 during the term 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.

ARTICLE XV
SAVINGS

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.

ARTICLE XVI
DURATION OF AGREEMENT

This Agreement shall become effective upon ratification by the Schools, IDPL and the Union and shall continue to be in effect until the day prior to the start of the 2022-2023 school term.

This Agreement is signed this day of July __, 2019

INSTITUO DEL PROGRESO LATINO

THE CHICAGO TEACHERS UNION, LOCAL
AMERICAN FEDERATION OF TEACHERS,
AFL-CIO

- Karina Ayala-Benji 8/21/19 -

INSTITUO HEALTH SCIENCES CAREER
ACADEMY

[Signature] 8/21/2019

INSTITUTO JUSTICE AND
LEADERSHIP ACADEMY

[Signature] 8/21/2019

Appendix A

Teachers and all ten month bargaining unit employees except PSRPs

2019-2020							
Step	Non-Licensed	Non-Licensed MA	Non-Licensed PhD	Lane 1 (BA)	Lane 2 (MA)	Lane 3 (MA+30)	Lane 4 (MA+60 / PhD)
1	\$44,251	\$47,662	\$51,742	\$49,251	\$52,662	\$54,242	\$55,869
2	\$45,120	\$48,531	\$52,637	\$50,120	\$53,531	\$55,137	\$56,791
3	\$46,184	\$49,596	\$53,734	\$51,184	\$54,596	\$56,234	\$57,921
4	\$47,358	\$50,769	\$54,942	\$52,358	\$55,769	\$57,442	\$59,166
5	\$49,233	\$52,644	\$56,874	\$54,233	\$57,644	\$59,374	\$61,155
6	\$51,562	\$54,973	\$59,272	\$56,562	\$59,973	\$61,772	\$63,625
7	\$54,064	\$57,476	\$61,850	\$59,064	\$62,476	\$64,350	\$66,280
8	\$56,600	\$60,012	\$64,462	\$61,600	\$65,012	\$66,962	\$68,971
9	\$60,759	\$64,171	\$68,746	\$65,759	\$69,171	\$71,246	\$73,383
10	\$64,827	\$68,238	\$72,935	\$69,827	\$73,238	\$75,435	\$77,698
11	\$68,434	\$71,846	\$76,651	\$73,434	\$76,846	\$79,151	\$81,526
12	\$70,941	\$74,352	\$79,233	\$75,941	\$79,352	\$81,733	\$84,185
13	\$72,708	\$76,119	\$81,053	\$77,708	\$81,119	\$83,553	\$86,059
14	\$73,672	\$77,083	\$82,045	\$78,672	\$82,083	\$84,545	\$87,082
15	\$73,791	\$77,203	\$82,169	\$78,791	\$82,203	\$84,669	\$87,209
16	\$73,868	\$77,279	\$82,247	\$78,868	\$82,279	\$84,747	\$87,290
17	\$74,049	\$77,459	\$82,433	\$79,049	\$82,459	\$84,933	\$87,481
18	\$74,620	\$78,030	\$83,021	\$79,620	\$83,030	\$85,521	\$88,087
19	\$75,345	\$78,757	\$83,769	\$80,345	\$83,757	\$86,269	\$88,858
20	\$77,236	\$80,750	\$85,822	\$82,236	\$85,750	\$88,322	\$90,972
21	\$77,266	\$80,779	\$85,853	\$82,266	\$85,779	\$88,353	\$91,003
22	\$77,290	\$80,804	\$85,878	\$82,290	\$85,804	\$88,378	\$91,029
23	\$77,290	\$80,804	\$85,878	\$82,290	\$85,804	\$88,378	\$91,029
24	\$77,290	\$80,804	\$85,878	\$82,290	\$85,804	\$88,378	\$91,029
25	\$78,488	\$82,002	\$87,112	\$83,488	\$87,002	\$89,612	\$92,300

Teachers and all ten month bargaining unit employees except PSRPs

2020-2021							
Step	Non-Licensed	Non-Licensed MA	Non-Licensed PhD	Lane 1 (BA)	Lane 2 (MA)	Lane 3 (MA+30)	Lane 4 (MA+60 / PhD)
1	\$47,899	\$51,493	\$55,658	\$51,899	\$55,493	\$57,158	\$58,873
2	\$48,814	\$52,409	\$56,601	\$52,814	\$56,409	\$58,101	\$59,844
3	\$49,936	\$53,531	\$57,757	\$53,936	\$57,531	\$59,257	\$61,035
4	\$51,173	\$54,768	\$59,031	\$55,173	\$58,768	\$60,531	\$62,347
5	\$53,149	\$56,743	\$61,066	\$57,149	\$60,743	\$62,566	\$64,443
6	\$55,603	\$59,197	\$63,593	\$59,603	\$63,197	\$65,093	\$67,046
7	\$58,240	\$61,834	\$66,309	\$62,240	\$65,834	\$67,809	\$69,844
8	\$60,912	\$64,507	\$69,062	\$64,912	\$68,507	\$70,562	\$72,679
9	\$65,295	\$68,889	\$73,576	\$69,295	\$72,889	\$75,076	\$77,328
10	\$69,581	\$73,175	\$77,990	\$73,581	\$77,175	\$79,490	\$81,875
11	\$73,382	\$76,977	\$81,907	\$77,382	\$80,977	\$83,407	\$85,909
12	\$76,024	\$79,619	\$84,627	\$80,024	\$83,619	\$86,127	\$88,711
13	\$77,886	\$81,481	\$86,545	\$81,886	\$85,481	\$88,045	\$90,686
14	\$78,902	\$82,496	\$87,591	\$82,902	\$86,496	\$89,091	\$91,763
15	\$79,028	\$82,622	\$87,721	\$83,028	\$86,622	\$89,221	\$91,897
16	\$79,108	\$82,703	\$87,804	\$83,108	\$86,703	\$89,304	\$91,983
17	\$79,299	\$82,893	\$87,999	\$83,299	\$86,893	\$89,499	\$92,184
18	\$79,901	\$83,494	\$88,619	\$83,901	\$87,494	\$90,119	\$92,823
19	\$80,664	\$84,260	\$89,408	\$84,664	\$88,260	\$90,908	\$93,635
20	\$82,657	\$86,360	\$91,571	\$86,657	\$90,360	\$93,071	\$95,863
21	\$82,689	\$86,391	\$91,603	\$86,689	\$90,391	\$93,103	\$95,896
22	\$82,714	\$86,417	\$91,629	\$86,714	\$90,417	\$93,129	\$95,923
23	\$82,714	\$86,417	\$91,629	\$86,714	\$90,417	\$93,129	\$95,923
24	\$82,714	\$86,417	\$91,629	\$86,714	\$90,417	\$93,129	\$95,923
25	\$83,977	\$87,679	\$92,929	\$87,977	\$91,679	\$94,429	\$97,262

Teachers and all ten month bargaining unit employees except PSRPs

2021-2022							
Step	Non- Licensed	Non- Licensed MA	Non- Licensed PhD	Lane 1 (BA)	Lane 2 (MA)	Lane 3 (MA+30)	Lane 4 (MA+60 / PhD)
1	\$50,017	\$53,759	\$58,991	\$54,017	\$57,759	\$59,491	\$61,276
2	\$50,970	\$54,711	\$59,973	\$54,970	\$58,711	\$60,473	\$62,287
3	\$52,138	\$55,879	\$61,175	\$56,138	\$59,879	\$61,675	\$63,526
4	\$53,425	\$57,166	\$62,501	\$57,425	\$61,166	\$63,001	\$64,891
5	\$55,481	\$59,223	\$64,619	\$59,481	\$63,223	\$65,119	\$67,073
6	\$58,035	\$61,777	\$67,250	\$62,035	\$65,777	\$67,750	\$69,783
7	\$60,780	\$64,522	\$70,077	\$64,780	\$68,522	\$70,577	\$72,695
8	\$63,562	\$67,303	\$72,942	\$67,562	\$71,303	\$73,442	\$75,645
9	\$68,123	\$71,865	\$77,640	\$72,123	\$75,865	\$78,140	\$80,485
10	\$72,585	\$76,325	\$82,235	\$76,585	\$80,325	\$82,735	\$85,217
11	\$76,540	\$80,283	\$86,311	\$80,540	\$84,283	\$86,811	\$89,415
12	\$79,290	\$83,032	\$89,142	\$83,290	\$87,032	\$89,642	\$92,332
13	\$81,228	\$84,970	\$91,139	\$85,228	\$88,970	\$91,639	\$94,388
14	\$82,286	\$86,026	\$92,227	\$86,286	\$90,026	\$92,727	\$95,509
15	\$82,416	\$86,158	\$92,363	\$86,416	\$90,158	\$92,863	\$95,648
16	\$82,500	\$86,241	\$92,449	\$86,500	\$90,241	\$92,949	\$95,737
17	\$82,699	\$86,439	\$92,652	\$86,699	\$90,439	\$93,152	\$95,947
18	\$83,325	\$87,066	\$93,298	\$87,325	\$91,066	\$93,798	\$96,611
19	\$84,120	\$87,862	\$94,118	\$88,120	\$91,862	\$94,618	\$97,457
20	\$86,195	\$90,048	\$96,370	\$90,195	\$94,048	\$96,870	\$99,776
21	\$86,227	\$90,081	\$96,403	\$90,227	\$94,081	\$96,903	\$99,810
22	\$86,254	\$90,107	\$96,430	\$90,254	\$94,107	\$96,930	\$99,838
23	\$86,254	\$90,107	\$96,430	\$90,254	\$94,107	\$96,930	\$99,838
24	\$86,254	\$90,107	\$96,430	\$90,254	\$94,107	\$96,930	\$99,838
25	\$87,567	\$91,421	\$97,784	\$91,567	\$95,421	\$98,284	\$101,232

Paraprofessionals

Step	2019-2020	2020-2021	2021-2022
1	\$34,500	\$35,190	\$35,894
2	\$35,190	\$35,894	\$36,612
3	\$35,894	\$36,612	\$37,344
4	\$36,612	\$37,344	\$38,091
5	\$37,344	\$38,091	\$38,853
6	\$38,091	\$38,853	\$39,630
7	\$38,853	\$39,630	\$40,422
8	\$39,630	\$40,422	\$41,231
9	\$40,422	\$41,231	\$42,055
10	\$41,231	\$42,055	\$42,896
11	\$42,055	\$42,896	\$43,754
12	\$42,896	\$43,754	\$44,629
13	\$43,754	\$44,629	\$45,522
14	\$44,629	\$45,522	\$46,432
15	\$45,522	\$46,432	\$47,361

Clerical Staff

Step	2019-2020	2020-2021	2021-2022
1	\$43,000	\$43,860	\$44,737
2	\$43,860	\$44,737	\$45,632
3	\$44,737	\$45,632	\$46,545
4	\$45,632	\$46,545	\$47,475
5	\$46,545	\$47,475	\$48,425
6	\$47,475	\$48,425	\$49,393
7	\$48,425	\$49,393	\$50,381
8	\$49,393	\$50,381	\$51,389
9	\$50,381	\$51,389	\$52,417
10	\$51,389	\$52,417	\$53,465
11	\$52,417	\$53,465	\$54,534
12	\$53,465	\$54,534	\$55,625
13	\$54,534	\$55,625	\$56,738
14	\$55,625	\$56,738	\$57,872
15	\$56,738	\$57,872	\$59,030

SIDE LETTER

The Parties agree that IHSCA will endeavor to consider the number of Preps when assigning teacher work load.

ARTICLE XVI
DURATION OF AGREEMENT

This Agreement shall become effective upon ratification by the Schools, IDPL and the Union and shall continue to be in effect until the day prior to the start of the 2022-2023 school term.

This Agreement is signed this day of July __, 2019

INSTITUO DEL PROGRESO LATINO

THE CHICAGO TEACHERS UNION, LOCAL
AMERICAN FEDERATION OF TEACHERS,
AFL-CIO

Karina Ayala-Solis 8/21/19

Jane Sharkey 8/21/19

INSTITUO HEALTH SCIENCES CAREER
ACADEMY

[Signature] 8/21/2019

James T. [Signature] 8-21-2019

INSTITUO JUSTICE AND
LEADERSHIP ACADEMY

[Signature] 8/21/2019

Eddie Polite

[Signature]

Shun Man

[Signature]

[Signature]

[Signature]