

MEMORANDUM OF AGREEMENT

Agreement made this 12th day of October, 2010, by and between T.O.P. LOCAL 2110 UAW – AFL-CIO (the “Union”) and TECHNICAL CAREER INSTITUTES, INC. (the “College” or “TCI”). This Agreement amends: (A) the collective bargaining agreement between the parties covering a unit of instructors, laboratory technicians and maintenance employees; and (B) the collective bargaining agreement between the parties covering a unit of office clerical employees. Each of these agreements was in effect from October 10, 2007 through October 9, 2010.

1. Term of Agreement. The new collective bargaining agreements shall take effect on October 10, 2010 and expire on October 9, 2013.

2. Wage Increases.

a. Employees shall receive the weekly salary increases set forth in the following schedule:

Effective Date

October 10, 2010	\$30.00
October 10, 2011	\$30.00
October 10, 2012	\$20.00

Evening faculty shall receive the salary increases on a pro rata basis.

b. Minimums for all classifications shall be increased by the same amount as the across-the-board increases. The respective increases made to comply with these minimums shall go into effect after the across-the-board salary increases go into effect on the applicable dates.

3. Bonuses Based on Gross Revenue.

<u>Year</u>	<u>10% Increase</u>	<u>15% Increase</u>	<u>20% Increase</u>
FY 2011: 2012 Bonus	1%	2%	3%
FY 2012: 2013 Bonus	1%	2%	3%
FY 2013: 2014 Bonus	1%	2%	3%

Bonus payments are lump sum payments, and do not become part of base salary.

4. Catastrophic Sick Time Pool. TCI will set up a catastrophic sick time pool for three members a year of up to 14 weeks pay. Nothing herein shall prohibit employees from donating sick time to an employee in need.

5. Faculty Evaluation Plan. The agreed to plan is attached as Appendix A.

6. Safety. TCI will conduct regular fire drills, and provide employees with an evacuation plan. TCI will also provide safety clothing and equipment consistent with OSHA.

7. Compliance Training. TCI shall provide compliance training to all employees in Admissions, Credentials and Financial Aid.

8. Reclassification. Clerical Grade 1 will be eliminated, and the employees in Clerical Grade 1 will be moved to Clerical Grade 2. Financial Aid advisors will be moved up one grade.

9. Administrative Days. Technicians will receive one additional administrative day off.

10. Meals. Clerical employees who work at least two hours of overtime, and work until at least 8:00 p.m., shall receive an \$8.00 meal stipend.

11. Teaching in Multiple Locations. Day faculty members who teach courses at 56th Street and any other location or 40th Street and 31st Street in a single day shall receive the following monthly travel stipends:

One day a week:	\$10.00 a month
Two days a week:	\$20.00 a month
Three days a week:	\$30.00 a month
Four or more days a week:	\$40.00 a month

12. Walkie Talkies. TCI will take appropriate steps to extend the range of the walkie talkies carried by the maintenance staff.

13. Union Office. TCI will provide a union office on the fourth floor at 56th Street with normal office amenities. When TCI relocates from the main campus it will provide a union office at the new main campus, and close the 56th Street office.

14. Grievance Procedure.

a. Grievances involving termination or concerning more than one employee from more than one department shall be heard at the third step initially.

b. Grievances concerning more than one employee in one department shall be heard at the second step initially.

15. Tuition Benefits. The pool shall be doubled and the cap shall be increased by 20% for job related courses. Effective with the ratification, an employee who is granted a PhD shall receive a 10% increase in pay.

16. Part-time Faculty Personal Day. Starting with year two of the agreement, part-time faculty with 10 or more years of service will receive an additional personal day.

17. Longevity Increase. Effective October 10, 2011, TCI will provide \$10,000 for longevity increases for employees with more than 20 years of service. Effective October 10, 2012, TCI will provide \$15,000 for longevity increases for employees with more than 20 years of service. If the parties cannot agree to a formula for the distribution of the longevity pay increases, they shall submit their respective proposals to Martin Scheinman, who will choose the formula he finds to be more equitable..

18. Admissions Department Side Letter. A side letter with regard to the Admissions Department is annexed hereto as Appendix B.

19. Clerical Unit Chair. The Clerical Unit Chair (Chief Union Steward) may designate all or part of her release time hours to another representative.

20. Unfair Labor Practice Charges. The Union agrees to drop all of its pending unfair labor practice charges against TCI with the exception of the charge filed with regard to Lance Wald.

21. Tutors. Base pay for tutors shall be increased by \$1,000 (pro rata for part-time tutors). The minimum pay for tutors shall also be raised by \$1,000.

22. Grievances With Regard to the Filling of Full-Time Positions. In cases in connection with grievances filed in the Automotive Department and concerning the alleged misuse of adjuncts, the Union will not raise as an issue in arbitration TCI's authority to determine if an employee is qualified to fill a vacancy.

23. Bargaining Minute. TCI management has the right to observe faculty outside of evaluations consistent with the management rights clause.

Subject to ratification by the UNION'S MEMBERS AND TCI BOARD

T.O.P. LOCAL 2110, UAW,
AFL-CIO

TECHNICAL CAREER INSTITUTES,
INC.

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AT THE TCI BOARD

~~Janette Jacobs~~

~~Roy K. Green~~
~~Robert H. Sundice~~

~~#~~

~~STAN SIMON~~

Alexander Rogers

Hybrid Mural

Gregory Cantey

Alexander Rogers

Barbules

from Julie G.

Dr. C. G.

Michael Cunningham

Dawn by

M. Lisa

APPENDIX A K

K1. The evaluation of instructors shall be ongoing. Such evaluations shall be performed twice a year during their first two years of continuous employment. Instructors with continuous employment of more than two years but less than five years shall be evaluated no more than once per year, except in the event of need. Instructors with continuous employment of five or more years shall be evaluated no more than once every other year, except in the case of need.

OK
10/19/16

2. The evaluation of instructors shall be performed by members of the faculty. ~~Instructors to be evaluated will receive two weeks notice of~~ ~~in the case of probationary instructors, a classroom observation~~ ~~may be joined by a representative~~ ~~from the Dean's Office~~ The evaluators will confer with the evaluated instructor prior to ~~submitting~~ submitting the evaluation to the VPAA. ~~may join the evaluation team for~~ ~~(probationary instructor or, in consultation with the VPAA,~~ ~~former-probationary instructors who were previously~~

OK
10/12/16

3. In the event that the evaluation is ~~less than satisfactory~~ ~~hand as~~ ~~less than~~ ~~satisfactory~~, the VPAA may evaluate the instructor, or make recommendations based on the report. An instructor whose evaluation is less than satisfactory may request a second evaluation.

Mike

4. A faculty member whose overall rating is less than satisfactory will be partnered with a faculty member in the dept. who will act as a mentor to assist that faculty member to improve. Each assigned mentor shall be granted a one-class reduced schedule for the semester of mentoring.

5. Evaluation teams will be drawn from a list of qualified people, prepared by the Chair. (Evaluators shall be paid a minimum of two hours per evaluation. (In departments or programs without a chair, the Deputy Chair or the most senior faculty member shall prepare the list.)

Technical Career Institutes
Faculty Classroom Observation Form

Instructor: _____ Department: _____
Course Title: _____ Section Number: _____
Date: _____ Room: _____

Evaluator's Name _____

Criteria for Rated Items

- Outstanding
- Very Good
- Good
- Satisfactory
- Needs Improvement
- Unsatisfactory

General Information

Classroom Conditions (not rated):

- a. Number of students present _____
- b. Was the instructor on time? Yes ___ No ___
- c. Was the equipment working? Yes ___ No ___ N/A ___

Comments: _____

[Handwritten signatures]

Class Presentation: Lecture Format (Do not fill out this section if you will be filling out the Lab Format Section below.)

Subject Matter. Briefly describe the topic covered.

1. The importance of the topic and the related learning objectives were made clear by the instructor. Rating _____

Evidence for the Rating _____

2. In relation to the course syllabus, the topic was an appropriate one at this point in the semester. Rating _____

Evidence for the Rating _____

3. The instructor's volume level was appropriate. Rating _____

Evidence for the Rating _____

ML *ML*

4. The instructor maintained an appropriate pace in covering the material.

Rating _____

Evidence the Rating _____

5. The instructor's explanations were clear.

Rating _____

Evidence for the Rating _____

6. The key facts, concepts, and methods were emphasized and and repeated by the instructor.

Rating _____

Evidence for the Rating _____

7. The instructor's remarks were accurate.

Rating _____

Evidence for the Rating _____

John *MR*

8. The details and examples were sufficient for student understanding.

Rating _____

Evidence for the Rating _____

9. The instructor's management of student discussion was effective.

Rating _____

Evidence for the Rating _____

10. Overall the instructor was well organized and prepared. Rating _____

Evidence for the Rating _____

He *mu*

Class Presentation: Lab Format (Do not fill out this section if you filled out the Lecture Format Section above.)

Briefly describe the laboratory situation and the topics covered

1. The instructor clearly stated the objectives and importance of the lab session. Rating _____

Evidence for the Rating _____

2. The instructor clear explained the connection between the lab exercises and the course objectives. Rating _____

Evidence for the Rating _____

3. The instructor gave clear directions on what students were to do. Rating _____

Evidence for the Rating _____

ML *MR*

4. The instructor insured that lab setups and equipment arrangements were safe and efficient and made any needed changes. Rating _____

Evidence for the Rating _____

5. The instructor carefully monitored student activities. Rating _____

Evidence for the Rating _____

6. The instructor's feedback was helpful and constructive. Rating _____

Evidence for the Rating _____

7. Most of the students seemed engaged in the activity. Rating _____

Evidence for the Rating _____

JK *MW*

8. The instructor's interaction with the students enhanced student learning.

Rating _____

Evidence for the Rating _____

9. The instructor checked that all of the experimental results and calculations, if any, calculations, if any, were in agreement with the course objectives.

Rating _____

Evidence for the Rating _____

10. As students completed the lab session, the instructor quizzed them on their understanding of what was accomplished in terms of meeting the established lab objectives.

Rating _____

Evidence for the Rating _____

John *Mike*

Blackboard Work, Textbook Use, and Audio-Visual Materials

1. The instructor's blackboard work, textbook exposition, and any audio-visual materials used, such as handouts, Powerpoint presentations, and videos, were current in the field and appropriate to the lesson's objectives.

Rating _____

Evidence for the Rating _____

2. The instructor elaborated upon the blackboard work, textbook passages and graphics, and any audio-visual materials used, such as handouts, Powerpoint presentations and videos, sufficiently for student understanding.

Rating _____

Evidence for the Rating _____

3. The instructor answered student questions on the blackboard work, textbook passages and graphics, and any audio-visual materials used, such as handouts, Powerpoint presentations and videos, clearly and with a positive attitude.

Rating _____

Evidence for the Rating _____

W
Ma

Tests or Other Graded Assignments

1. The instructor's tests or other graded assignments covered material directly related to the course objectives. Rating _____

Evidence for the Rating _____

2. The instructor's tests or other graded assignments measured what they were meant to measure. Rating _____

Evidence for the Rating _____

3. The instructor's tests or other graded assignments clearly evaluated not only terminology and facts, but conceptual understanding. Rating _____

Evidence for the Rating _____

4. The instructor's tests or other graded assignments were designed to specifically increase student learning. Rating _____

Evidence for the Rating _____

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5. The instructor's marking of the tests or other graded assignments was both thorough and fair. Rating _____

Evidence for the Rating _____

6. The instructor's tests or other graded assignments were given back to students in a timely manner which allowed students to learn from those tests before the next tests were administered. Rating _____

Evidence for the Rating _____

7. The instructor's feedback to the students on their tests was encouraging and challenged the students to learn from their mistakes. Rating _____

Evidence for the Rating _____

Handwritten initials/signatures

TEACHING OVERALL RATING _____

Additional Comments

Evaluator's Signature: _____

Title: _____

Date: _____

Instructor's Signature: _____

Date _____

Instructor Comments: _____

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SUMMARY FORM

Faculty Member _____

Program _____

Full-time ___ Part-time ___ Probationary ___ Post-Probationary ___

Post-Probationary Full-Time and Part-Time Faculty Summary Rating (check one only)

- _____ OUTSTANDING
- _____ VERY GOOD
- _____ GOOD
- _____ SATISFACTORY
- _____ NEEDS IMPROVEMENT
- _____ UNSATISFACTORY (Provost Intervention)

Probationary Full-Time and Part-Time Faculty Summary Rating

(check one only)

- _____ OUTSTANDING
- _____ VERY GOOD
- _____ GOOD
- _____ SATISFACTORY
- _____ NEEDS IMPROVEMENT
- _____ NOT ACCEPTABLE

Comments _____

Dean's Signature _____

Date _____



Instructor's Signature _____

Date _____

Instructor Comments _____

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APPENDIX B

Admissions Department Side Letter

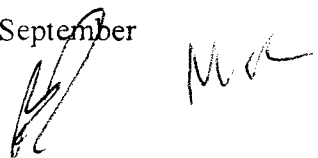
The parties agree: (1) to eliminate the current numerical standards for Admissions Department representatives from the clerical collective bargaining agreement; (2) to apply the contractual just cause standard in determining whether discharge, or other discipline of an admissions representative is warranted; (3) to permit telephone monitoring of the job performance of the admissions representatives for training purposes, and to ensure regulatory compliance, provided that the results of such monitoring shall not be used for disciplinary purposes unless monitoring uncovers a substantial breach of compliance guidelines or regulations; (4) to expunge disciplinary warnings issued during the last two years from the personnel files of the admissions representatives; (5) to take all necessary steps to terminate/withdraw all pending Admissions Department grievances and arbitrations, with the exception of the grievance filed on behalf of Lance Wald; and (6) to appoint Martin Scheinman as contract arbitrator to hear and adjudicate any case in which the Union alleges that: the Company either disciplined an admissions representative without just cause; or committed some other contract violation involving the Admissions Department.

Monitoring for training purposes will be performed for at least the first year of the collective bargaining agreement by a manager or outside consultant who is not currently an employee of the Admissions Department, and who will not report to Admissions Department management. Such monitoring will be limited to employees with one year of service or less, and to employees whose statistical performance (based on conversion rates) is in the bottom half of the Admissions Department at the time of the monitoring.

TCI shall prepare a compliance manual, and provide compliance training to all admissions representatives. Compliance monitoring will not be performed by Admissions Department managers. It will be performed either by counsel, an internal compliance manager, or by an outside third party. Compliance monitoring will be random, except in cases where there is reasonable suspicion concerning a particular employee or there is an allegation concerning an employee that is reasonably believed to be credible. The parties agree that the goal of compliance monitoring is to improve performance. Accordingly, except in cases where monitoring uncovers a substantial breach of compliance guidelines or regulations, or reveals conduct that might have to be reported to the US Department of Education, or the New York State Education Department, the following guideline should be followed:

If the monitor discovers an instance of non-compliance, the Union and the employee will be notified, and the employee will be given further training before any disciplinary action can be taken.

The parties agree that nothing in the collective bargaining agreement or this side letter is intended to limit the Company's management rights set forth in Article 5 of the collective bargaining agreement, including, but not limited to, the right to: assign job duties and to set departmental numerical and non-numerical objectives each semester. This provision shall also be subject to the just cause provision of the collective bargaining agreement.

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As long as the departmental numerical objectives set for the Admissions Department rely on conversion rates there shall be no requirement that admissions representatives all be given the same or substantially the same number of leads or any specific kind of leads (e.g., internet or non-internet). However, this shall not modify management's obligation to distribute leads fairly, or modify the just cause standard for discipline.

In any arbitration proceeding contesting the discharge or other discipline of an admissions representative neither party will cite the fact that the parties agreed to delete Admissions Department numerical standards or other language from prior collective bargaining agreements or made and/or withdrew proposals during the course of negotiations, and will rely on the remaining provisions of the collective bargaining agreement.

Each semester TCI shall provide one day of admissions skills training to be provided by an outside contractor.

TCI shall provide a weekly CampusVue conversion report and a weekly CampusVue lead report. The conversion report shall contain conversion rates by ATB, internet and non-ATB/non-internet registrations. The representative lead report will identify leads by previous education (college transfer, high school-foreign, high school-domestic, GED and ATB), along with a lead date.