
COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

**THE CHICAGO TEACHERS UNION, LOCAL 1
AMERICAN FEDERATION OF TEACHERS, AFL-CIO**

AND

NAMASTE CHARTER SCHOOL, INC.

2019-2022

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ARTICLE I. **RECOGNITION**

Namaste Charter School, Inc. ("**Namaste**") recognizes the Chicago Teachers Union (the "**Union**") as the exclusive collective bargaining representative of all Full and Part time Employees including Teachers, Interventionists, Dean of Students, Alumni / Transition Coordinators, Aides, Paraprofessionals, Classroom Assistants, Student Success Advocate, Social Workers, Office Clerks, Facilities Engineer, Diverse Learning Specialists, Health and Wellness Coordinators and Office Operation Manager at Namaste Charter School employed by Namaste at its facility currently located at 3737 South Paulina St., Chicago, Illinois, 60609, and excluding all other employees including Monitors, Business Managers, Development Managers / Directors/ Associates, Executive Director / Head of School, Consultants, Director of the Culture and Engagement, Director of Finance and Operations, Director of Teaching and Learning, Lead Interventionists, Instructional Coaches, Instructional Leaders, Dual Language Coach and Coordinators, Diverse Learner Coaches & Coordinators, confidential employees, managerial employees, guards and supervisors as defined by the National Labor Relations Act ("**bargaining unit**").

ARTICLE II. **SCHOOL RIGHTS**

2.1. **Administration Authority.** Namaste solely retains all powers and authority to direct, manage and control the school except to the extent that any such power or authority is expressly contrary to any provision of this Agreement or applicable law. As examples of rights that the Parties acknowledge as "school rights," the school shall have the following rights and authority:

2.1.1. To determinate Namaste's mission, goals, program design and methodologies for fulfilling them;

2.1.2. To take such steps as are necessary or appropriate to fulfill Namaste's contractual and legal obligations to its charter authorizer;

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

2.1.4. To determine staffing patterns and design, including as necessary any decision to lay off or reduce its workforce;

2.1.5. To determine and adjust as necessary the number and types of bargaining unit members and other personnel required;

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

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

2.1.8. To contract with any third party for one or more services otherwise performed by bargaining unit members including without limitation the procedures for obtaining such contract and the identity of the third party, but not for the purpose of replacing a position held by an existing Bargaining Unit Member;

2.1.9. To determine curriculum, class size, class staffing and assignment, class schedules, academic calendar, hours and places of instruction and or student assessment policies;

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

2.1.11. To take action on any matter in the event of an emergency or other situation that requires expedited action to ensure student, staff and public safety. The exercise of Namaste's powers, rights, authority, duties, and responsibilities, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

Namaste shall have the right to make or change and enforce any work rule, policy or practice not inconsistent with this Agreement. Any dispute raised by the union about whether any such rule is inconsistent with this Agreement may be challenged by the union under the dispute resolution procedures set forth in Article VI of the Agreement.

Namaste retains its right to amend, modify or rescind any work rule, policy and practice referred to in this Agreement in cases of emergency when there is a clear and present danger to the safety of any student, staff member or other person, or when failure to act would result in a violation of applicable law or possible cessation of operation of the school. If the modification results in a permanent change to working conditions, and if requested by the union, Namaste agrees to negotiate the modification in a timely manner.

ARTICLE III. **UNION RIGHTS**

3.1. Union Rights

3.1.1. **Bulletin Boards and Mailboxes.** Namaste agrees to designate one bulletin board in the Teachers' Resource Room ("TRR") to serve as the only location for the posting of official notices and other official materials relating to Union activities. The bulletin board space allocated shall be identified with the name of the Union. Authorized Union representatives shall also have the right to place Union materials in the mailboxes of Bargaining Unit Members. Materials placed in mailboxes shall be restricted to official communications from the Union or communications signed by the union delegate. A copy of all materials placed in the mailboxes of Bargaining Unit Members by the Union shall simultaneously be placed in the Executive Director's mailbox. Any material posted or communicated via bulletin board or mailbox shall be subject to Namaste's policies governing-discrimination and harassment.

3.1.2. **Information Sharing.** Namaste will comply with its obligations under the law to make information available for inspection by the Union. Namaste will give public notice of the schedule of regular meetings, via the Namaste website and posting in the main office, of its Board of Directors and/or Executive Committee at the beginning of each fiscal year and will additionally post meeting agendas and approved meeting minutes. If the Board meeting occurs during work hours, one Bargaining Unit Member representative chosen by the Union shall be granted release time for travel and attendance at the meeting without loss of pay, but said release time must be reasonable and appropriate.

3.1.3. **New Union Member Meeting.** Namaste will provide the Union with a 45-minute opportunity to meet with all new employees at a mutually agreeable time during New Teacher Orientation, or for Bargaining Unit Members hired during the semester, within two (2) weeks of the Bargaining Unit Member's starting date. Such meeting shall not occur during a Bargaining Unit Member's working time.

3.1.4. **Reserved Union Meeting Time.** The Union shall be allowed to meet for 60 minutes three (3) times per year (once per trimester) during the normal workday at times otherwise used for professional development. Unused time under this paragraph shall roll over for future use. The Union and the Executive Director will work together at the beginning of each trimester to coordinate date and time of such meetings.

3.1.5. **Dues Check-off.** Upon receipt of a specified written check-off authorization form from any Bargaining Unit Member, Namaste agrees to deduct from each pay period the applicable monthly dues payment that the Union indicates is required for obtaining and maintaining membership in the Union from the pay of each Bargaining Unit Member and shall remit the same to the Union on or before the last day of each month during which this Agreement remains in effect. The Union shall advise Namaste in writing and in a timely manner of the amount of any deduction required by this paragraph. Membership shall continue from year to year unless properly revoked.

Each employee covered by this Agreement shall, as a condition of employment, become and remain a member of the Union or, in the alternative, pay a monthly fee to the Union equal to the amount of monthly dues and fees, not later than the thirtieth calendar day following his/her date of employment or the date of execution of this Agreement, whichever is later. Nothing herein requires a Bargaining Unit Member to pay dues in a manner that is violation of the law.

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

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

3.1.6. Committee on Political Education. Upon receipt of a written authorization from a Bargaining Unit Member Namaste shall deduct from the wages due said Bargaining Unit Member the sum specified in the authorization and remit to the Union's Committee on Political Education (COPE) Fund as the Bargaining Unit Member's voluntary contribution to said Fund. The administration of this COPE Fund check-off shall be the same as the dues and/or agency fee check off.

3.1.7. Union Access. Namaste recognizes that authorized agents of the Union may need access to Bargaining Unit Members when the Bargaining Unit Members are on Namaste's premises. The Union recognizes the need for Namaste to ensure that its campuses operate efficiently and that leadership/administrative team members are not unduly burdened by frequent, prolonged, unannounced or disruptive visits from any external organization. Consistent with these principles, Namaste agrees to grant authorized agents of the Union reasonable access to its workplace during normal business hours. Authorized agents of the Union must follow Namaste's visitor policies, including complying with check-in procedures and securing Executive Director approval for any visit to the school, which shall not be unreasonably denied or delayed. Absent unusual circumstances, visits will be approved if they are requested at least twenty-four (24) hours in advance, though on occasion less than twenty-four hours (24) advance notice will be provided for matters requiring a more immediate response. Union representatives may meet privately with Namaste Bargaining Unit Members, but they shall not meet with any Bargaining Unit Member during the Bargaining Unit Member's working hours (excluding Preparation Periods) or in any room or area where students are present. Visits to the Campus during the instructional day shall not normally exceed two (2) hours. Union representatives may also meet with and accompany Bargaining Unit Members to meetings at which the Bargaining Unit Member has Weingarten rights.

3.1.8. Release Time and Union Business Days. A total of five (5) days per school year shall be available to be divided amongst Bargaining Unit Members to perform Union business without loss of pay. No more than two (2) Bargaining Unit Members may use union release time on the same day. The Union shall provide Namaste with seventy-two (72) hours' advance notice when using Union release time under this Article, and must comply with Namaste's request for leave policies and procedures.

The Union may designate up to one (1) Bargaining Unit Member for full-time Union release time during a school year. Such designations shall be made no later than April 22 each year and such Bargaining Unit Members shall remain employees of Namaste and accrue such benefits and seniority as so entitled but shall be placed on a leave of absence without pay. Bargaining Unit Members who are on leave for Union business may continue their benefit coverage, provided they pay the full cost of that coverage. Upon the completion of full-time Union release time, such Bargaining Unit Members shall return to an equivalent position in the area of their certification, provided that such a position is available.

Bargaining Unit Members may additionally use their personal days to perform Union business, consistent with Section 9.4.1 herein and provided that the Bargaining Unit Member comply with Namaste's request for leave policies and procedures.

3.1.9. **Bargaining Unit Employee Information.** Namaste 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 Bargaining Unit Members in the bargaining unit which shall include each Bargaining Unit Member's first name, last name, middle initial, last four (4) digits of his/her social security number, job title, Union membership status (member or agency fee payer), amount of Union dues collected, amount in COPE payments collected, and pay date. The Union agrees to indemnify and hold Namaste harmless from any claim, suit, cause of action, or other action with respect to Namaste's provision of information under this provision and such indemnity and agreement to hold Namaste harmless shall include timely payment of any of its costs and attorneys' fees.

ARTICLE IV. **PARTICIPATORY LEADERSHIP**

The Parties agree that participatory leadership through workplace collaboration is essential in excellent schools. The Parties are committed to ensuring meaningful participation in decisions that impact its students and learning community. Participatory leadership will occur within the three committees outlined below. The committees set forth herein serve to address concerns, share information, and solve problems, consistent with Article II, herein.

4.1. **Leadership Advisory Council.** The Leadership Advisory Council ("LAC") will create a platform for teacher voice in decision making, while building leadership capacity within Namaste. The LAC will serve as a model of equitable decision making at Namaste, creating voice to drive Namaste's vision. Membership in the LAC will be represented by a diverse group of teachers and paraprofessionals across grade levels and disciplines. The committee will meet twice monthly after school hours to evaluate school-wide priorities by using available data, researching best practices, soliciting input from experts---within Namaste and outside, and creating a scope of work based on school-wide trends, including, but not limited to grading system, lesson planning, elements of instructional books, instructional minute allocation---in various programs and the school calendar. Participation in the LAC will build teacher leadership capacity, promote transparency in decision making, and promote execution and accountability for all stakeholders by providing a clear framework with built in systems to measure effectiveness.

The LAC will be comprised of a total of ten (10) teachers and paraprofessionals. LAC members will be chosen by their peers to represent each grade-level band within the school and final approval will be granted by the Director of Teaching and Learning. LAC members will be chosen annually and will serve no more than two consecutive terms, absent agreement of the Parties.

4.2. **Professional Solutions Committee.** Namaste and the Union will establish a Professional Solutions Committee ("PSC") to discuss contract administration issues and any new, joint Namaste-Union initiatives. The goal of the PSC is to work proactively to anticipate, prevent and solve issues facing the organization that may impact student learning.

The committee shall be composed of the Executive Director and no fewer than three (3) and no more than five (5) members identified by the Union. The Bargaining Unit Member

elected as Union delegate and the Executive Director will co-chair the Professional Solutions Committee. The Union will notify Namaste of the committee members—and report any changes in representatives as soon as possible. The committee shall meet as needed, and at least quarterly, during after school hours. Namaste and the Union will jointly establish the agenda at least forty-eight (48) hours prior to each meeting and will exchange any available and pertinent information when such information is necessary. The Executive Director or the union delegate may invite consultants or resource persons to attend the meeting to discuss specific agenda items with advance notice and agreement to/from the PSC members.

4.3. **Hiring Committee.** When a Bargaining Unit Member position becomes available, Namaste's leadership will select at least three (3) representatives from the Bargaining Unit to serve as part of an ad hoc hiring committee to aid in the hiring process. Bargaining Unit Members selected to serve on the hiring committee will be selected based on alignment in their role and the position being filled. Participation on the hiring committee may include review of resumes, selection of candidates for interviews and attendance at interviews. The hiring committee will make recommendations to the Executive Director or his/her appointee; however, all hiring decisions and the decision to fill vacancies are within Namaste's sole discretion.

4.4. **Ad Hoc Committees.** Where appropriate, school leadership may elect to form certain ad hoc committees to support and sustain a positive school culture. Examples of such committees include a Social Committee, School Events Committee and Family Engagement Committee. In the event Namaste wishes to create a committee to address issues affecting working terms and conditions, it must confer with and obtain Union consent to form such a committee.

ARTICLE V.

EVALUATION & DISCIPLINE

5.1. Teacher Evaluation Procedures

5.1.1. **Purpose.** One of Namaste's founding principles is the expectation that all professionals receive growth producing feedback regularly. Teacher evaluation is the avenue for the provision of this feedback in a structured and formulated manner. It is acknowledged that the appraisal of the teaching process can often be difficult, but because effective teaching is one of the most important elements in ensuring high student achievement, teacher evaluation should be effectuated on a regular basis and should be an important administrative priority.

5.1.2. Evaluation Process.

(a) **Criteria.** Namaste and the Teaching Bargaining Unit Members will form a joint committee to make revisions to the evaluation rubric (s), if necessary. This committee will be mutually agreed to between the Union and Namaste. The Union and Namaste will each be represented by two (2) members on the committee, in addition to Namaste's Executive Director. Any additions or changes to the evaluation rubrics/procedures must be mutually agreed upon by the committee. Namaste will use the customized version of the Charlotte Danielson Framework for Teacher Evaluation currently in place.

(b) **Evaluator.** At the beginning of each school year during orientation week or no later than September 1st, the Executive Director will assign teachers their formal evaluator. Mid-year hires will be assigned an evaluator within two (2) weeks of employment. All evaluators will be trained under the Danielson Model.

(c) **Orientation/Notification.** Namaste acknowledges that it is typically desirable and educationally advantageous to adhere to scheduled timelines for the formal and informal evaluations of teachers. Tentative scheduled timelines for formal and informal evaluations shall be made known to teachers in writing at the beginning of the school year. The evaluation rubric and procedures must be presented to all teachers during orientation at the beginning of each school year, or within two (2) weeks of being hired for mid-year hire teachers. Any specialized staff will receive information specifically relevant to their domains, if applicable to evaluation. Teachers who are being evaluated shall be notified by their evaluator during orientation. Newly employed teachers will be informed of the evaluation process as soon as feasible and shown the evaluation form typically utilized at such time.

(d) **Pre-conference.** A pre-observation conference will take place between the teacher and the evaluator at a designated time within five (5) days of the scheduled formal observation time.

(e) **Observations.** Two (2) formal and two (2) informal observations will occur for all Probationary Teaching Bargaining Unit Members each year. One (1) formal and one (1) informal observation will occur for all Non-Probationary Teaching Bargaining Unit Members every other year during a biannual evaluation cycle. Formal observations must be scheduled, in advance, by the evaluator subject to the pre-conference terms above and are at least 30 minutes in duration. Informal observations can occur in an agreed upon window of time. Evaluators will make it clear to all Teaching Bargaining Unit Members whether or not a visit to the classroom is for evaluative purposes.

Administrators may conduct more informal observations at any time, within Namaste's discretion. If feedback from any additional informal observations will be used in a summative rating, written feedback will be provided. Formal observations for the purpose of evaluation may not take place while students are taking an exam. Formal observations may not take place during the first two (2) weeks of the first trimester, or in the week immediately following a school vacation. Both formal and informal observations must be separated by at least one (1) month, to the extent feasible. Non-probationary teachers may request to be formally evaluated on their off-cycle year and receive a new summative rating.

(f) **Documentation.** Following each formal observation, the evaluator shall complete a written evaluation of the observation. Written feedback will be provided aligned to the Namaste Teacher Evaluation Rubric. Within ten (10) school days of the observation, the evaluator shall furnish the Teaching Bargaining Unit Member with a copy of the written evaluation and hold a conference with the Teaching Bargaining Unit Member. Teaching Bargaining Unit Members will receive a copy of their written evaluation at least one (1) day in advance of their Observation Post-Conference. Informal observations require no formal documentation unless used towards a Teaching Bargaining Unit Member's summative rating, but

the Namaste informal observation sheet shall be used to record observations, a copy of the form will be provided to the Teaching Bargaining Unit Member within five (5) school days.

(g) **Observation Post-Conference.** For formal observations, the post-evaluation conference includes a discussion of the written evaluation including strengths and weaknesses, and the evaluator may identify areas for improvement in the Teaching Bargaining Unit Member's performance and recommend support when appropriate. Both the evaluator and the Teaching Bargaining Unit Member shall date and sign all copies of the evaluation. The signature of the Teaching Bargaining Unit Member shall not necessarily indicate agreement with the evaluation, but rather shall indicate that the conference and discussion have been held and that the Teaching Bargaining Unit Member is in receipt of a copy of the evaluation.

(h) **Remediation Process.** If a Teaching Bargaining Unit Member is deemed unsatisfactory during a formal evaluation, the administration will activate an Improvement Action Plan (IAP) for a period of forty-five (45) calendar days, unless extended by Namaste. The goal of the remediation plan is intended to be corrective and supportive, rather than punitive. During the remediation period, the evaluator will work with the teacher to develop this plan which will specifically identify in writing the areas for improvement with targeted outcomes and or activities that must be completed in order to address each area. Coaching and support will be provided by Namaste to the teacher in remediation. A Teaching Bargaining Unit Member under remediation will receive no less than two (2) formal observations during the remediation period. If at the end of the IAP period, the Teaching Bargaining Unit Member does not meet the objectives set forth in the IAP, the Teaching Bargaining Unit Member shall be deemed to have not remediated. At that point, Namaste may choose to: (1) terminate the Bargaining Unit Member or (2) extend the IAP period for the purpose of providing the Teaching Bargaining Unit Member further opportunity to remediate prior to recommendation for termination. Non-provisional Bargaining Unit Members may grieve, as appropriate, concerns relating to the process or procedure for remediation, pursue to Article VI herein. Substantive decisions relating to remediation are not subject to the grievance procedure.

(i) **Summative Evaluation.** During the summative evaluation meeting, the evaluator will present his/her summative teacher evaluation, which is a composite of the previous formal and informal observations. During the summative meeting on or before May 15th the Teaching Bargaining Unit Member shall receive his/her final rating, along with placement on the Namaste Teacher Evaluation Framework in each of the four (4) domains.

(j) **Evaluation Response.** If the Teaching Bargaining Unit Member feels his/her formal written evaluation is incomplete or inaccurate, the Teaching Bargaining Unit Member may put his/her objections in writing to be included with the written summative evaluation in each Non-Teaching Bargaining Unit Member's personnel file. Both the Teaching Bargaining Unit Member and evaluator shall date and sign all copies of the written objection. The signature of the evaluator shall not necessarily indicate agreement with the written objection, but rather shall indicate that the evaluator is in receipt of a copy of the written objection. A copy of the written objection shall be attached to the written evaluation. If a Bargaining Unit Member objects to their written evaluation, they may request an additional evaluation by another member of the Namaste administrative team of their choosing within five (5) days of receiving the written

evaluation. The additional evaluation request should occur no later than two (2) weeks from receipt of request.

Non-provisional Bargaining Unit Members, who receive a summative rating of Unsatisfactory may grieve the rating up to and including arbitration. Evaluation ratings are otherwise not subject to the grievance procedure. Teaching Bargaining Unit Member shall refer to the Namaste Evaluation plan for additional information.

(k) **Inability to Rate.** If Namaste fails to evaluate a teacher, his/her rating will default to his/her most recent summative rating, or a rating of "proficient," or whichever is higher.

5.2. **Non-Teaching Staff Evaluation.**

5.2.1. **Purpose.** The parties agree that the expectation of all professionals should be to receive growth producing feedback regularly. Non-teaching staff evaluation is the avenue to promote self-reflection, goal setting, and performance improvement for Non-Teaching Bargaining Unit Members in a structured and formulated manner. Non-teaching Bargaining Unit Members shall be evaluated annually for this purpose.

5.2.2. **Evaluation Process.**

(a) **Criteria.** Namaste will use the customized version of the Charlotte Danielson Framework for Non-Teaching Staff Bargaining Unit Member Evaluation in three (3) of the four (4) domains planning and preparation, environment, and professional responsibilities. Direct Responsibilities (Domain 3) will be evaluated based on the Non-Teaching Staff Member's job description.

(b) **Evaluator.** Non-teaching staff evaluators will be established within two (2) weeks of the beginning of employment or within two (2) weeks of any administration change affecting their evaluation. All evaluators will be trained in under the Danielson Model.

(c) **Orientation/Notification.** The evaluation rubric and procedures must be presented to all Non-Teaching Bargaining Unit Members during orientation at the beginning of each school year, or within two (2) weeks of being hired. Any specialized staff will receive information specifically relevant to their domains, if applicable to evaluation. Newly employed non-teaching staff will be informed of the evaluation process as soon as feasible and shown the evaluation form typically utilized at such time.

(d) **Evaluation Cycle.** The evaluation process will include three (3) meetings per school year (one (1) per trimester) between the Non-Teaching Bargaining Unit Member and their evaluator. At each meeting, performance on each domain will be provided in writing and discussed. At the summative performance review meeting no later than May 15 the Non-Teaching Bargaining Unit Member will be given a performance rating of distinguished, proficient, basic, or unsatisfactory.

(e) **Documentation.** Each evaluation meeting shall be documented through a formal written evaluation, which shall be prepared by each Non-Teaching Bargaining Unit

Member's evaluator. The Non-Teaching Bargaining Unit Member shall receive a copy of the feedback at the end of each interval and a copy of the formal summative written evaluation no later than May 15. Employees will sign a copy to be retained by Namaste and a copy to be shared with the employee.

(f) **Remediation Process.** If a Non-Teaching Bargaining Unit Member is deemed to be performing at unsatisfactory levels during an evaluation, the evaluator will activate an Improvement Action Plan (IAP) for a period of forty-five (45) calendar days, unless extended by Namaste. The goal of the remediation plan is intended to be corrective and supportive, rather than punitive. During the remediation period, the evaluator will work with the Non-Teaching Bargaining Unit Member to develop this plan which will specifically identify in writing the areas for improvement with targeted outcomes and or activities that must be completed in order to address each area. Coaching and support will be provided by Namaste to the Non-Teaching Bargaining Unit Member in remediation. If at the end of the IAP period, the Non-Teaching Bargaining Unit Member does not meet the objectives set forth in the IAP, the Non-Teaching Bargaining Unit Member shall be deemed to have not remediated. At that point, Namaste may choose to: (1) terminate the Bargaining Unit Member or (2) extend the IAP period for the purpose of providing the Non-Teaching Bargaining Unit Member further opportunity to remediate prior to recommendation for termination. Non-Teaching Bargaining Unit Members may grieve, as appropriate, concerns relating to the process or procedure for remediation, pursue to Article VI herein. Substantive decisions relating to remediation are not subject to the grievance procedure.

(g) **Evaluation Response.** If the Non-Teaching Bargaining Unit Member feels his/her evaluation is incomplete or inaccurate, the Non-Teaching Bargaining Unit Member may put his/her objections in writing to be included with the written summative evaluation in each Non-Teaching Bargaining Unit Member's personnel file. Both the Non-Teaching Bargaining Unit Member and evaluator shall date and sign all copies of the written objection. The signature of the evaluator shall not necessarily indicate agreement with the written objection, but rather shall indicate that the evaluator is in receipt of a copy of the written objection. If a Bargaining Unit Member objects to their written evaluation, they may request an additional evaluation by another member of the Namaste administrative team of their choosing within five (5) days of receiving the written evaluation. The additional evaluation request should occur no later than two (2) weeks from receipt of request. Only summative ratings of Unsatisfactory are subject to the grievance procedure.

Non-provisional Non-Teaching Bargaining Unit Members, who receive a summative rating of Unsatisfactory may grieve the rating up to and including arbitration. Evaluation ratings are otherwise not subject to the grievance procedure. Non-Teaching Bargaining Unit Member shall refer to the Namaste Evaluation plan for additional information.

(h) **Inability to Rate.** If Namaste fails to evaluate a teacher, his/her rating will default to his/her most recent summative rating, or a rating of "proficient", or whichever is higher.

5.3. Discipline

5.3.1. **Just Cause.** No Bargaining Unit Member may be disciplined without just cause. The Parties embrace the concept of progressive and corrective discipline for Bargaining Unit Members. Progressive discipline is a systematic approach to correct unwanted behavior and deter its occurrence by administering disciplinary actions based upon various factors. Toward that end, generally, the following disciplinary process shall be used for all Bargaining Unit Members:

<u>Pre-Step:</u>	Collaborative Conversation
<u>Step one:</u>	Written Warning
<u>Step two:</u>	Final Written Warning
<u>Step three:</u>	Dismissal

5.3.2. **Skipped Steps.** In cases where a Bargaining Unit Member engages in serious misconduct, any of these steps up to step three (3) may be skipped at the determination of Namaste, provided that just cause for discipline imposed is established. All discipline beyond step two (2) shall occur only with approval of the Executive Director or their designee.

5.3.3. **Collaborative Conversation.** When a concern arises about a Bargaining Unit Member's behavior, Namaste and the Bargaining Unit Member will have a collaborative conversation, focusing on the behavior at issue and developing goals for improvement. After the initial collaborative conversation, Namaste will provide the Bargaining Unit Member and the Union a written summary of the collaborative conversation and the shared goals for improving behavior/conduct. The written summary is not considered a written warning. Unless warranted under the Skipped Steps provision herein, Namaste may not issue a written warning to a Bargaining Unit Member without first having had a collaborative conversation.

5.3.4. **Procedures for Progressive Discipline.** Any discipline imposed shall be consistent with the procedures for progressive discipline set forth in this Agreement. Pursuant to the procedures for progressive discipline, for Steps one (1) through three (3), the Bargaining Unit Member and the Union will be apprised of any alleged act which has led to a disciplinary investigation in writing. The Bargaining Unit Member will be provided with an opportunity to respond to the charges at an investigatory meeting. A pre-disciplinary meeting will not necessarily result in discipline. The meeting is between the Executive Director, the Bargaining Unit Member and to the extent the Executive Director deems necessary, Namaste employees pertinent to the investigatory meeting. The Bargaining Unit Member shall have the right to Union representation during any investigatory, disciplinary meeting, which the Bargaining Unit Member reasonably believes could lead to discipline.

Barring unusual circumstances, any discipline must be issued within two (2) weeks of the date that Namaste becomes aware of the infraction giving rise to the discipline. If Namaste takes more than two (2) weeks to issue discipline, the Union will be notified before the end of the two (2) week time period. Such two (2) week period may be extended by mutual agreement of the parties. Agreement to an extension shall not be unreasonably denied.

Any written warnings of discipline shall include an optional section for employee comments. Nothing herein shall require Namaste to change its decisions with respect to progressive discipline on the basis of employee comments. Written warnings shall also include a section labeled "next steps," intended to contain remedial actions to improve the Bargaining Unit Member's conduct.

5.3.5. Notices to the Bargaining Unit Member and Union. When a Bargaining Unit Member receives an investigatory meeting notice of disciplinary action, a copy of the investigatory meeting notice shall be provided to the Bargaining Unit Member and the Union five (5) days prior to the meeting, unless Namaste determines that the Bargaining Unit Member's conduct requires more immediate attention, in which case, notice will be provided as soon as practicable. The pre-disciplinary meeting notice will include a description of the allegation(s) giving rise to the meeting, along with pertinent and available evidence Namaste may rely upon to support the allegation(s). If discipline is issued, Namaste's discipline summary shall be promptly provided to the Bargaining Unit Member and the Union, regarding what disciplinary action, if any, will be taken, within two weeks after the investigatory meeting.

5.3.6. Union Representation. Namaste shall copy the Union on all meeting notices, warnings, and other documents issued in connection with the administration of this Article. Except with regard to collaborative conversations, (a) a Bargaining Unit Member requesting Union representation at an investigatory or disciplinary meeting will be allowed a reasonable amount of time to secure representation and meet with the Union representative before the meeting begins; and (b) if the Bargaining Unit Member chooses to have Union representation at the investigatory meeting, it is the Bargaining Unit Member's responsibility to contact his or her Union representative and secure his or her attendance at the meeting.

5.3.7. Anonymous Complaints. Namaste shall not issue discipline to any Bargaining Unit Member based solely on an anonymous complaint. Nothing herein prevents Namaste from initiating an investigation, and subsequently issuing discipline, on the basis of an anonymous complaint, however the Namaste may not issue discipline without just cause.

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

5.3.9. Provisional Employees and Performance Evaluation. The procedures set forth herein shall not apply to Namaste's decisions concerning provisional Bargaining Unit Members, or evaluations of Bargaining Unit Members' performance. Provisional employees do, however, have rights to union representation, as set forth herein.

5.4. Provisional Period. Teaching Bargaining Unit Members in their first twelve (12) months of employment with Namaste shall be provisional and may be released from employment without cause and in the sole discretion of Namaste. For Teaching Bargaining Unit Members only, Namaste in its discretion may extend the provisional period for an additional twelve (12) months. Teaching Bargaining Unit Members whose provisional period has

been extended will also be placed on an IAP to help improve their performance. Decisions to extend the provisional period are not subject to the grievance procedure. Namaste will inform any Bargaining Unit Member whose provisional period is extended of the reason for the extension.

Non-teaching Bargaining Unit Members in their first twelve (12) months of employment with Namaste shall be provisional and may be released from employment without cause and in the sole discretion of Namaste.

ARTICLE VI.

CONFLICT RESOLUTION & GRIEVANCE PROCEDURE

The Parties are committed to ensuring that any conflict results in productive outcomes that benefit our students, Bargaining Unit Members, the school, and the communities it serves. As such, the Bargaining Unit Members will use the following procedure to resolve any formal conflict.

6.1. **Definition of a Grievance.** A grievance is a complaint that there has been a deviation from, misinterpretation of or misapplication of any provisions of this Agreement.

6.2. **Representation.** Bargaining Unit Members shall have the right to have Union representation at all stages of the conflict resolution and grievance procedure described below. Bargaining Unit Members shall also have the right to file their own grievances provided the Union receives written notice of all documents exchanged during processing of the grievance.

6.3. **Informal Resolution.** The Parties prioritize resolving conflict in an informal, expedited manner. Accordingly, the Parties shall make a good-faith effort to resolve any conflict in an informal manner through discussions between the employee(s) and/or union designee with the appropriate member of the administration. If a Bargaining Unit Member has a grievance, it should be directed to the Director of Teaching and Learning or the Director of Operations as appropriate not later than fifteen (15) days from when the Bargaining Unit Member knew of the situation giving rise to the grievance. At minimum, a conference (the "**Informal Level Conference**") shall take place, preferably within seven (7) days of the grievance being brought to the attention of the school. For grievances concerning discipline and those that are not under the Executive Director's jurisdiction, as determined by Namaste, such as those related to payroll or reductions in force, the grievance process should initiate at Resolution Level 2.

6.4. **Resolution Level 1.** If the conflict is not resolved informally, the Union or Bargaining Unit Member shall submit a grievance in writing to the Director of Teaching and Learning or the Director of Operations as appropriate. A concise, written summary of the grievance shall be submitted, on the form attached as **Appendix A** within seven (7) days of getting a response at the informal level, detailing each provision of the agreement allegedly violated, and how, along with any supporting documents or materials. Barring unusual circumstances, a conference with the Director of Teaching and Learning or the Director of Operations or their authorized designees as appropriate shall take place within seven (7) calendar days of the filing of the written grievance at Step 1. The Director of Teaching and Learning or the Director of Operations as appropriate written response to the grievance shall be provided to

the employee, copying the Union, within seven (7) days of the Level 1 conference. A written memo (the "**Level 1 Memo**") detailing the disposition of the situation shall be returned to the Bargaining Unit member and the Union, barring unusual scheduling considerations, within seven (7) days of the Level 1 Conference.

6.5. **Resolution Level 2.** If the grievance is not resolved, the Union or employee may appeal in writing to the Executive Director, or his/her designee, within fourteen (14) days after receipt of the Executive Director's written response at Step 1. A concise, written summary of the grievance appeal shall be submitted, detailing the complaint, along with any supporting documents or materials. A conference with the Executive Director, or his/her designee, shall take place within seven (7) calendar days of the filing of the written grievance appeal at Step 2. The written response of the Executive Director, or his/her designee, to the grievance shall be provided to the employee within seven (7) calendar days of the Step 2 conference. Grievances concerning discipline shall be initiated at Step 2, unless otherwise agreed by the parties.

6.6. **Mediation.** If the grievance is not resolved, within five (5) days of receipt of the Level 2 Written Disposition, the parties may mutually agree to request that a conciliator/mediator from a mutually agreeable dispute resolution center be assigned to assist the parties in the resolution of the grievance. Unless impractical, the mediator, within fourteen (14) days of the request shall meet with the Parties for the purpose of resolving the grievance. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the parties. This agreement shall be non-precedential and shall constitute a settlement of the grievance. The cost of the mediator's services shall be borne equally by Namaste and the Union. If Namaste and the Union do not mutually agree that mediation is desirable, then following Resolution Level 2, the grievance may proceed to Arbitration.

6.7. **Arbitration.** If the grievance is not resolved at Resolution Level 2 or mediation, the Union may submit it for arbitration within twenty-five (25) days. The Parties shall mutually select an arbitrator within seven (7) calendar days after receipt of the Executive Director's or his/her designee, written response at Step 2. If the Parties fail to agree on the selection of an arbitrator within seven (7) calendar days, the Parties agree to request a panel of arbitrators from the American Arbitration Association (AAA). The order of striking arbitrators shall be determined by lot. The arbitrator's decision shall be final and binding upon the Parties. The cost of the arbitrator's, and the AAA services, and any other costs, excluding attorneys' fees, shall be borne equally by the Parties. If the Parties mutually request a hearing transcript, they shall equally share the cost of preparing the transcript. Otherwise, the party ordering the transcript shall pay the entire cost, including a copy for the arbitrator. The arbitrator shall not have authority to add to, detract from, amend, modify or in any way alter the provision of this Agreement or make a new Agreement.

6.8. **Initiation at a Higher Step.** Upon the mutual agreement of the Parties, where appropriate, the Parties may initiate or appeal a grievance at a higher level of the grievance procedure.

6.9. **Investigation of Grievances.** The Parties will work to ensure that any investigation of grievances does not disrupt students' instructional time. Union delegates or his or her designee, are permitted however, to use non-instructional school day time to investigate

grievances without loss of pay. Prior to the Level 1 conference, upon the request of the Union delegate or his or her designee, Namaste will provide the Union with access to and copies of all existing and available documents that are potentially relevant to the allegations in the grievance, including all documents supporting the Namaste's actions, and will supplement this production in a timely fashion if additional documents become available. The Union Council Chairperson or his or her designee shall be accorded all the rights of the Union delegate in any school or unit. Time allowed shall be confined to investigating grievances that have been brought to Namaste's attention.

6.10. **Failure to Respond.** Failure on the part of Namaste at any step of this procedure to communicate a decision concerning a grievance within the specified time shall permit it to be advanced to the next higher step. Additional time at a specified step of this procedure may be granted by mutual agreement between the Parties. All timelines under this article except for the timeline set forth for arbitration under this article exclude school vacation, school holidays, and winter and spring breaks, and holidays.

ARTICLE VII. LAYOFF AND RECALL RIGHTS

7.1. **Notice.** Barring extraordinary reason, Namaste shall notify the Union and any affected Bargaining Unit Member who will be laid off of any layoffs no less than thirty (30) days in advance of the effective date of the layoff. Consistent with Article II herein, the decision to layoff Bargaining Unit Members is within Namaste's sole discretion. In the event that the Union wishes to bargain over the effects of any layoff, it shall provide notice to Namaste no later than five (5) days after Namaste's notice of layoff.

7.2. **Layoffs in Bargaining Unit Positions.** In the event that Namaste must reduce the number or type of teachers employed due to economic, programmatic, facilities or enrollment-based decisions, those Bargaining Unit Members who will be laid off will be honorably dismissed and will be entitled to a neutral letter of recommendation from Namaste.

In the event that there is a reduction or change in workforce that results in the layoff of Bargaining Unit Members, within the affected departments or roles, Bargaining Unit Members shall be laid off in the following order:

7.2.1. Any substitute or temporary teachers;

7.2.2. Provisional Bargaining Unit Members as defined in **Section 5.4**, herein, in an order determined by Namaste;

7.2.3. Any Bargaining Unit Member whose most recent summative performance evaluation rating is unsatisfactory;

7.2.4. By inverse order of seniority.

7.3. **Recall.** A Bargaining Unit Member who has been laid off shall be entitled to recall to any vacant Bargaining Unit Member position for which they are qualified for a period of two (2) years from the date of layoff, provided that a vacancy that s/he is qualified is created at

Namaste. Laid off Bargaining Unit Members shall be recalled in inverse order of layoff. If a laid off Bargaining Unit Member rejects an offer of recall, they will be removed from the recall list.

7.4. **Seniority.** Seniority is defined as a Bargaining Unit Member's total length of service at Namaste.

ARTICLE VIII. **WORKING CONDITIONS**

8.1. **Work Year.** The Bargaining Unit Members' work year shall consist of one hundred ninety-two (192) days, which shall consist of one hundred eighty (180) days of student attendance and ten (10) professional development days in addition to two (2) parent/teacher conference days. The length of the work year may be altered as necessary from year to year to comply with ISBE or CPS requirements.

If a Bargaining Unit Member is required to work additional days, these days will be compensated.

If emergency days are built into the school calendar and said days are unused, they shall not become teacher workdays unless required by law.

8.2. Work Day

8.2.1. Teaching Bargaining Unit Members

(a) **Standard Work Day.** Teaching Bargaining Unit Members' standard workday is 7 hours and 50 minutes and Bargaining Unit Members are expected to be on campus beginning promptly at 8:20 a.m. until 4:10 p.m. Included in the Teaching Bargaining Unit Members' standard work day is one fifty (50) minute, duty-free lunch, concurrent with student lunches. Except in the case of an emergency, staff meetings and huddles will take place during the standard work day.

(b) **Expectations Outside of the Standard Work Day.** As a part of collective responsibility at Namaste, Teaching Bargaining Unit Members may be required to engage in morning duty, not to exceed thirty (30) minutes per week, outside of the standard workday. Additionally, because family-based programming and authentic engagement is central to Namaste's mission, Teacher Bargaining Unit Members are encouraged to attend family engagement events outside of the standard work day, such as Thanksgiving Potluck. Hours during parent/teacher conference day may also vary and Bargaining Unit Members may volunteer to exceed the Standard Work Day hours.

(c) **Preparation Periods.** Teaching Bargaining Unit Member Teachers shall have one (1) preparation period daily. Preparation periods shall be self-directed except for one bi-weekly principal-directed preparation period for team meetings or other necessary grade level collaboration. Formal evaluation debrief meetings will occur during self-directed preparation periods.

(d) **Friday Schedules.** Subject to Article II herein, Namaste intends to continue scheduling early release Fridays for students. On Fridays preceding school holidays after student dismissal, Teaching Bargaining Unit Members will have early release days, traditionally known as Free Fridays.

Nothing herein excuses Teaching Bargaining Unit Members from being adequately prepared for their classes.

8.2.2. Educational Paraprofessionals

(a) **Standard Work Day.** Educational Paraprofessionals' standard workday is 7 hours 50 minutes and Educational Paraprofessionals are expected to be on campus beginning promptly at 8:20 am until 4:10 p.m. Included in the Educational Paraprofessional's standard work day is one fifty (50) minute duty-free lunch, which, to the extent possible will be concurrent with student lunches, unless the schedule requires paraprofessionals to be with students during lunch. Except in the case of an emergency, staff meetings & huddles will take place during the standard workday.

(b) **Preparation Periods.** Paraprofessionals shall have two (2) twenty (20)-minute breaks (which may or may not be contiguous) to prepare for instructional purposes. These breaks may be self or supervisor directed.

(c) **Expectations Outside of the Standard Work Day.** As a part of collective responsibility at Namaste, Paraprofessionals may be required to engage in non-classroom monitoring activities (i.e., morning duty, dismissal, recess, lunch monitoring), not to exceed thirty (30) minutes per week outside of the workday.

(d) **Friday Schedules.** Subject to Article II herein, Namaste intends to continue scheduling early release Fridays for students. On Fridays preceding school holidays after student dismissal, Educational Paraprofessionals will have early release days, traditionally known as Free Fridays.

8.2.3. Office and Facility Staff

(a) **Standard Work Day.** Office and Facility Staffs' standard workday is 8 hours. Including in the Office and Facility Staffs' standard work day is one (1) 50-minute duty-free lunch, continuous in length. Office and Facility Staffs' lunch schedule will be set by a supervisor to ensure that the office is covered at all times. Staff meeting & huddles will take place during the contracted work day, except for the case of an emergency.

(b) **Expectations Outside of the Standard Work Day.** As a part of collective responsibility at Namaste, Office and Facility Staff may be required to engage in non-classroom monitoring activities (i.e., morning duty, dismissal, recess, lunch monitoring), not to exceed thirty (30) minutes per week outside of the workday.

(c) **Friday Schedules.** Subject to Article II herein, Namaste intends to continue scheduling early release Fridays for students. On Fridays preceding school holidays

after student dismissal, Office and Facility Bargaining Unit Members will have early release days, traditionally known as Free Fridays.

8.3. **Class Size.** Namaste is committed to offering class sizes that further the best interests of its students. Namaste classes shall not exceed thirty (30) students. To the extent possible, Namaste further agrees to work to try and limit class sizes to a maximum of twenty-eight (28) students. If a classroom has more than twenty-eight (28) students, Namaste agrees to work with the Bargaining Unit Member to help identify any supports that might assist that Bargaining Unit Member.

8.4. **Lesson Planning.** Lesson planning is a critical component of the instructional process. As such, Namaste Teaching Bargaining Unit Members are required to submit, common-core aligned weekly lesson plans by 8:15 a.m. on the first working day of each school week based on Namaste's long-term unit plans and using the Namaste weekly lesson plan template. Teaching Bargaining Unit Members who work in a co-teaching setting with Diverse Learner teachers must collaborate with the applicable Diverse Learner teachers and include all modifications on the general education lesson plans.

8.5. **Special Education Responsibilities.** It is the intent of both parties to provide optimal education for all Namaste students, including those with special needs, and to ensure that Bargaining Unit Members serving students with special needs have the supports they need. Towards this end:

8.5.1. If the percentage of students with IEPs in a general education classroom exceeds 30%, then Namaste will apply for the requisite waiver and provide the requisite additional supports.

8.5.2. IEP meetings will be conducted pursuant to the IDEA and coverage for Bargaining Unit Members participating in such meetings will be arranged by administration.

8.5.3. Coverage will be arranged for absent paraprofessionals as necessary for IEP compliance.

8.5.4. Namaste will create procedures for Bargaining Unit Members to submit referrals for special education evaluations and to report concerns they might have pertaining to students receiving special education services, including regarding services received under a student's IEP. Namaste will investigate concerns made under this provision.

8.6. **Vacant Positions**

8.6.1. **Definition of Vacancy.** A job vacancy exists within the bargaining unit when the Namaste determines to increase the Bargaining Unit Member work force and to fill the new Bargaining Unit Member position(s) and/or when any of the following personnel transactions take place and Namaste determines to replace the previous Bargaining Unit Member incumbent: terminations, transfers, promotions, demotions, and related transactions.

When a Bargaining Unit Member position becomes vacant, Namaste's leadership will post the Bargaining Unit Member position, as well as share the position with Bargaining

Unit Members via e-mail on the same day. The vacant Bargaining Unit Member position will be filled with a viable candidate as soon as possible to avoid loss of instructional time for students.

The Parties recognize that there are circumstances when it may be necessary and in the best interest of Namaste's students (i.e., for difficult to fill positions or to ensure classroom coverage) for Namaste to utilize temporary employees or substitute teachers, as it does currently. Namaste will not, however, intentionally utilize temporary or substitute teachers in order to intentionally avoid filling permanent Bargaining Unit Member positions, or job openings that recur on a regular basis and/or that remain open more than thirty (30) days at a time. Nothing herein limits Namaste's ability to fill Temporary Vacancies within the Bargaining Unit. "**Temporary vacancies**" within the Bargaining Unit are defined as Bargaining Unit Member job vacancies that may periodically develop in any job classification that do not exceed thirty (30) days, excluding vacancies created as a result of Maternity Leave/leave taken pursuant to the FMLA.

If a Bargaining Unit Member is interested and applies for an open position, he/she will be subject to Namaste's hiring protocol, which includes an interview with Namaste's hiring committee, comprised of school leaders, Bargaining Unit Members and students, and a performance task, where applicable. Bargaining Unit Members may apply for an open position mid-year and may transition to a new role mid-year if selected and provided the change in role does not disrupt the operations of the school and/or impact student learning.

Namaste values the experience of its teachers and staff and accordingly, in making hiring determinations for Bargaining Unit Members, will give preference to the most qualified existing Bargaining Unit Member applicants over outside applicants. Where qualifications are equal, seniority shall be the determining factor. Bargaining Unit Members hired for a new position will be considered "provisional" in their new position, but subject to the recall provisions set forth in Section 7.3 in the event of termination due to poor performance (but not misconduct). The decision to post/fill vacancies, to determine the qualifications for vacancies and to select candidates are made in Namaste's sole discretion, subject to the provisions set forth in this Section 8.6.

8.7. Student Teaching. Namaste shares an interest in supporting Bargaining Unit Members' professional development. As such, for Bargaining Unit Members seeking to engage in internships, observation hours or student teaching at Namaste, Namaste will work to the best of its ability with Bargaining Unit Members to grant such opportunities, provided they do not disrupt the operations of the school and/or student learning, as determined in Namaste's discretion.

Non-Provisional Bargaining Unit Members who wish to leave Namaste for the purpose of student teaching or internship opportunities may take an unpaid leave of absence for no longer than four (4) months within an academic year.

Bargaining Unit Members wishing to return to Namaste after completion of external student teaching or an external internship, shall be placed in an open position without loss of accrued personal days, provided that there is an open position for which the Bargaining Unit Member is licensed.

8.8. **Mentoring.** Mentors will be assigned to Bargaining Unit Members in certified teaching roles. Teachers new to Namaste will receive a mentor for one (1) year if they have previous teaching experience, and two (2) years if they are new to the teaching profession.

8.8.1. The Namaste Administration will use criteria supported by state guidelines (Illinois Induction Program Standard 5) in the selection of mentors. Selection criteria includes the following:

- Must have a minimum of four (4) years of teaching experience;
- Must have performed successfully as a teacher as evidenced by the most recent summative evaluation, and have no instructional deficiencies noted;
- Must commit to participating in training on the Namaste Mentor Program during orientation, and as necessary, professional development and/or teacher institute days;
- Must be endorsed by the Executive Director or supervisor;
- Must complete the Namaste mentor application, and, if selected, complete and sign the commitment form;

8.8.2. **Role of Mentors.** Roles and expectations of mentors include the following:

- Abide by established professional expectations as outlined in the Namaste Employee Handbook and model appropriate professional behavior;
- Serve as a key support person for the beginning teacher;
- Participate in site-based teacher support activities;
- Provide feedback;
- Assist the beginning teacher with the interpretation and application of the Illinois Teaching Standards and Common Core Standards;
- Collaborate with the beginning teacher in the preparation for evaluation;
- Complete and submit the Mentor Timeline/Checklist according to established timelines;
- Serve as a key support person for acclimating the beginning teacher to the school community;
- Provide resources as needed or as deemed appropriate;
- Align all mentoring practices with the Illinois Induction Program Standards;

- Follow monthly meeting expectations as described and outlined in the Namaste Mentor Handbook.

8.8.3. **Selection Process.** The Namaste Academic Administrative Team will oversee the selection of mentors and may involve other outside professional experts in the selection process. Teaching Bargaining Unit Members will submit a written application, take part in an interview with the selection team and will be assessed on the selection rubric in **Appendix B**.

8.8.4. **Number of Mentees.** Based on the need of the school, school leadership may request that mentors take on more than one (1) mentee, if the role is similar for the new staff member.

8.8.5. **Compensation.** Mentors shall receive a stipend of \$750 per year.

8.9. **School Budget.** Bargaining Unit Members will have the opportunity to submit, in writing, to the Executive Director or the Executive Director's designee, a suggested list of texts, instructional materials and supplies for students, including suggestions as to quantities of materials and supplies. The Professional Solutions Committee may coordinate such submission and shall ensure that recommendations for texts, instructional materials and supplies are specifically solicited from all Bargaining Unit Members, including special education and bilingual teachers and incorporated into the overall recommendations submitted to the Executive Director. Submissions must be received by April 15. The Board will review and take into consideration Bargaining Unit Member recommendations in making final budget decisions. Final budget decisions, however, will be within the Board's discretion, consistent with Article II herein. Namaste will provide Bargaining Unit Members with a summary of the final budget, including the total amount of funds approved for the purchase of texts, instructional materials and supplies, within twenty (20) school days of the start of the academic year.

Teacher-editions of texts, instructional materials, curriculum guides for each subject area and supplies shall be available for distribution to teaching Bargaining Unit Members, as well as an assigned classroom on the first day of teacher attendance of the regular school year and the summer school session. Collection and inventory of texts shall not be required before the last week of school. To the extent possible, Namaste will work to ensure that Bargaining Unit Members are provided current and relevant curriculum guides and materials, both physical and digital copies (when available) for their classrooms. To the extent Namaste requires any educational items for school classrooms, it will provide them.

8.10. **Technology.** Namaste will provide Bargaining Unit Members with access to a functioning computer with internet access and a photocopier and scanner throughout the school day. All Bargaining Unit Members required to use school-based software for the purpose of fulfilling their job duties will be trained in its use. All Bargaining Unit Members are required to comply with all applicable rules and policies, including but not limited to Namaste's acceptable use policy, found in Namaste's handbook.

8.11. **Communications Protocol.** The Parties recognize that timely communication responses can help promote efficiency and a professional work environment. Accordingly,

Namaste endeavors to respond to e-mail requests received from Bargaining Unit Members, and Bargaining Unit Members endeavor to respond to e-mail requests received from Namaste within forty-eight (48) business hours.

8.12. **Camera Use.** For security purposes, and in order to protect its students and staff, Namaste utilizes video cameras. Namaste agrees that it will not utilize video cameras for the purpose of monitoring Bargaining Unit Members' protected activities, including union meetings and conversations involving union matters, or to intimidate Bargaining Unit Members. In the event Namaste chooses to install additional video cameras, it will notify Bargaining Unit Members of the location of such cameras.

8.13. **Health And Safety.**

8.13.1. **Environment.** Namaste shares an interest with Bargaining Unit Members in maintaining a safe work and school environment, and in all employees working under safe and healthy working conditions. Bargaining Unit Members must use good judgment and common sense in matters affecting health and safety, must observe posted safety rules and comply with all applicable safety regulations and policies.

8.13.2. **Reports to Administration.** Every member of Namaste shares the responsibility of ensuring the safety of all persons within the organization. Bargaining Unit Members shall immediately report to Namaste, in writing when reasonably possible, any allegedly unsafe circumstance, situation or event, including any injury. There shall be no reprisals for making a good-faith report in accordance with this Article.

8.13.3. **Investigation.** Namaste will investigate any written reported unsafe, hazardous, unhealthy, or potentially dangerous working condition and shall make a good faith effort to resolve the issue or otherwise ensure a safe workplace within a reasonable time period commensurate with the urgency of the situation.

8.13.4. **Assault.** Bargaining Unit Members shall immediately report any assault or attack suffered in connection with their employment to their immediate supervisor or the Executive Director, and, in the event of any emergency circumstances posing imminent risk of bodily harm, to local law enforcement. There shall be no reprisals for making a good-faith report in accordance with this Article. Namaste shall comply with any reasonable request from the Bargaining Unit Member for information in its possession relating to the incident or persons involved, and shall act in appropriate ways as a liaison between the Bargaining Unit Member, local law enforcement, and any court or administrative agency.

8.13.5. **Safety and Health Guidelines.** In furtherance of the Parties' shared interest in maintaining a safe work and school environment:

(a) In order to ensure that all entry points of its school building are secure, Namaste shall develop, distribute to Bargaining Unit Members, and consistently apply a school visitor policy that provides for who can access the school buildings at what times and for what reasons, and the procedures through which visitor access permission may be secured.

(b) Bargaining Unit Members have access to the Namaste' s school building on work days as follows, from 7 a.m. until 6 p.m. on Monday through Thursday, and from 7 a.m. until 5 p.m. on Fridays.

(c) Namaste shall develop policies on fire safety, school lockdowns, school evacuations and first aid. Bargaining Unit Members shall be trained on said policies prior to the conclusion of the first quarter each school year. In the event that following Namaste's dissemination of policies and training, any Bargaining Unit Member does not understand or has questions regarding his or her duties and responsibilities set forth in this subsection, s/he shall promptly and affirmatively seek assistance from the Director of Operations in that regard.

(d) Namaste shall ensure that by the beginning of the 2019-2020 school year, all classroom entry points are lockable from inside of the classroom, and the teacher and other appropriate staff have a key.

(e) Namaste shall disseminate a policy and provide training to newly hired Bargaining Unit Members concerning their professional and statutory duties as mandated reporters within their first month of employment.

(f) No legally unauthorized Bargaining Unit Member shall be expected to administer medications to students. The administration of medication should be referred to the appropriate school personnel, as identified by the Executive Director and any questions or concerns must be directed to the student's guardian.

8.14. **Lactation Breaks.** Namaste will work with female Bargaining Unit Members to accommodate their need to express breast milk for the Bargaining Unit Member's infant child. Bargaining Unit Member's break time should, if possible, be taken concurrently with other break periods already provided. Namaste will provide the employee with a clean and private space to express breast milk.

8.15. **Dress Code.** Namaste Bargaining Unit Members are expected to present a professional appearance and dress in appropriate attire for educational and work purposes. Where applicable, on designated days (i.e., Wednesday College Day, Friday Namaste Pride Day, Spirit Week) Bargaining Unit Members may wear Namaste t-shirts/jeans or other appropriate attire. Clothing displaying the union logo is also acceptable.

8.16. **Access To Personnel File.** Namaste agrees to comply with the provisions of the Illinois Personnel Records Review Act (820 ILCS 40/1, et seq.). Official files will be maintained by Namaste Charter School at 3737 S. Paulina., Chicago, Illinois. Namaste shall respond to requests to review personnel files within fourteen (14) calendar days, or five (5) days prior to disciplinary meeting. Bargaining Unit Members will further have the right to add explanatory material to their official personnel file, as allowed by law.

8.17. **Job Description.** By the beginning of the 2019-2020 school year, Namaste will maintain job descriptions and an organizational chart for all positions, available on its shared drive and Staff Handbook. While the Parties recognize that Bargaining Members' specific job duties may change from time to time given the needs of Namaste and its students, there will be

no significant changes to job description mid-year. However, in the event such need arises, the Parties will negotiate any significant changes to the job description.

8.18. **Non-Discrimination.** There shall be no discrimination or retaliation in recruitment programs, hiring practices, dismissal procedures, or in any other relationship or practice on the basis of race, creed, color, age, sex, national origin, marital status, veteran status, disability, sexual orientation, gender identity or expression, civil union status, domestic partnership status, parental status, immigration status, or membership or participation in, or association with the activities of the Union.

Namaste will 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. However, nothing in this Article shall constitute a waiver of a Bargaining Unit Member's rights to bring a discrimination claim to an appropriate government agency, or in a court of competent jurisdiction.

8.19. **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. Namaste 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, Namaste and the Union agree to the following:

8.19.1. Namaste reaffirms its commitment to equal opportunity in the workplace. Namaste will 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.

8.19.2. Namaste 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.

8.19.3. Upon written request, Namaste should provide for legal consultation or resources for any Bargaining Unit Member 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, Namaste 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 Namaste from providing financial assistance to the affected Bargaining Unit Member.

8.19.4. 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. Namaste may request verification of such absence.

8.19.5. In the event that Namaste is no longer permitted to employ an affected Bargaining Unit Member, Namaste agrees to treat the affected Bargaining Unit Member's separation as a leave of absence for purposes of the affected Bargaining Unit Member's return to work. Specifically, Namaste agrees to reinstate the affected Bargaining Unit Member to the affected Bargaining Unit Member's former position, if available, without loss of prior seniority upon the affected Bargaining Unit Member providing proper work authorization within two (2) years of the date of separation. If the former position is not available, Namaste agrees to reinstate the affected Bargaining Unit Member to substantially similar employment or the next available opening for which the affected Bargaining Unit Member is qualified and at that position's salary with no loss of pay.

8.19.6. Within thirty (30) days of the signing of this Agreement, Namaste will send a letter to educators and support staff with resources, such as the immigrant and refugee children guide for educators and support staff.

8.19.7. The provisions contained within this article shall in no way obligate Namaste or any of its agents to violate any local, state or federal laws or regulations.

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

8.20. **Employee Handbook.** The Employee Handbook is incorporated into this Agreement and the Parties agree that Namaste may unilaterally modify the policies and guidelines in its Employee Handbook so long as the modifications are not materially inconsistent with the provisions of this Agreement. Namaste will provide a copy of the Handbook to Bargaining Unit Members at the beginning of the school year, and to new Bargaining Unit Members during onboarding. If Namaste makes changes to its Handbook, it will communicate any such changes five (5) days prior to implementation.

ARTICLE IX. **SALARY AND BENEFITS**

9.1. Salary

9.1.1. **2018-2019 End of Year Bonus.** For the 2018-2019 school year, all current Bargaining Unit Members will receive a one-time bonus of \$200, no later than July 15, 2019.

9.1.2. **2019-2020 Bargaining Unit Member Salary.**

(a) Teachers, Alumni Coordinator, Dean of Student Culture, Student Success Advocate

For the 2019-2020 school year, Teachers, Alumni Coordinator, Dean of Student Culture and Student Success Advocate will receive an annual salary based on 100% of the 2018-2019 CPS Base+Step for Teachers in 208-day positions, attached hereto as **Appendix C**. Step placement will be determined as follows:

Returning Licensed Bargaining Unit Members: One (1) year of credit for each year of work in comparable positions within Namaste and outside of Namaste. Certification of prior employment experience must be submitted by June 15, 2019.

Returning Non-Licensed Bargaining Unit Members: One (1) year of credit for each year of work in comparable positions within Namaste and outside of Namaste, capped at Step 6. For any Non-Licensed Bargaining Unit Member whose placement on the salary scale at a maximum of Step 6 would result in less than a 2% raise for the 2019-2020 school year, such Bargaining Unit Members will receive a 2% raise based on their base salary from 2018-2019. Certification of prior employment experience must be submitted by June 15, 2019.

Newly Hired Bargaining Unit Members in the 2019-2020 school year: One (1) year of credit for each year of work in comparable positions outside of Namaste, capped at two (2) years of outside step credit.

Lane Credit as set forth in **Appendix C** will be granted only for individuals holding masters degrees or working towards additional Masters degrees in relevant subject matter areas.

(b) Office Staff, Paraprofessionals, Teaching Assistants, Facilities Engineer

Returning Bargaining Unit Members: For the 2019-2020 school year, Office Staff, Paraprofessionals, Teaching Assistants and the Facilities Engineer will receive an annual salary based on the salary scale attached hereto as **Appendix D**.

Step placement will be determined as follows:

Office Staff, Paraprofessionals, Teaching Assistants, Facilities Engineer: One (1) year of credit for each year of work in comparable positions within Namaste.

Returning School Clerk, Paraprofessionals and Teaching Assistants: One (1) year of credit for each year of work in comparable positions outside of Namaste.

Newly Hired School Clerk, Paraprofessionals and Teaching Assistants in the 2019-2020 school year: One (1) year of credit for each year of work in comparable positions outside of Namaste, capped at two (2) years of outside step credit.

9.1.3. **2020/2021 – 2021/2022 Bargaining Unit Member Salary.**

(a) Returning Bargaining Unit Members: For the 2020/2021 and 2021/2022 school years, all returning Bargaining Unit Members will receive a 2% raise based on base salary from the prior school year.

(b) Newly Hired Teachers, Alumni Coordinator, Dean of Student Culture, Student Success Advocate in the applicable year: For the 2020/2021 and 2021/2022 school years, newly hired Teachers, Alumni Coordinator, Dean of Student Culture, Student Success Advocate in the year they are hired will receive an annual salary based on 100% of the 2018-2019 CPS Base+Step for Teachers in 208-day positions, attached hereto as **Appendix C**. Newly hired

Bargaining Unit Members will receive one (1) year of credit for each year of work in comparable positions outside of Namaste, capped at two (2) years of outside step credit.

(c) Newly Hired Office Staff, Paraprofessionals, Teaching Assistants, Facilities Engineer: For the 2020/2021 and 2021/2022 school years, newly hired Office Staff, Paraprofessionals, Teaching Assistants, Facilities Engineer will receive an annual salary based on the salary scale attached hereto as **Appendix D**. Newly hired School Clerk, Paraprofessionals and Teaching Assistants will receive one (1) year of credit for each year of work in comparable positions outside of Namaste, capped at two (2) years of outside step credit.

9.1.4. **Step Credit for Hard to Staff Positions**: For ELL, SPED and bilingual positions, newly hired Bargaining Unit Members will receive one (1) year of credit for each year of work in comparable positions outside of Namaste, capped at five (5) years of outside step credit.

9.1.5. **National Board Certification Stipend**. Teaching Bargaining Unit Members who have National Board Certification will receive an annual stipend of \$1,960.65.

9.2. **Pension Contributions**. Namaste will follow the following procedures with respect to contributions to the Chicago Teachers' Pension Fund ("CTPF") for licensed Bargaining Unit Members.

9.2.1. **Amount of Pick Up**. With respect to any legally required employee contribution for licensed Bargaining Unit Members of 9% of annual salary, Namaste shall contribute an amount equal to 6% 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 be responsible for the remaining 3% employee contribution, which Namaste shall make via payroll deduction.

9.2.2. **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.

9.2.3. **Retirement Account**. Bargaining Unit Members may opt to participate in Namaste'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 Namaste into a retirement plan chosen by the Bargaining Unit Member

9.3. **Health Insurance**:

9.3.1. Namaste will maintain its current health benefit levels for all Bargaining Unit Members. Namaste will contribute 70% of the premium for the elected health insurance plans. Namaste does not intend to change health care providers during the term of this Agreement. The decision to change and choose health care providers is within Namaste's sole discretion, however in the event Namaste does consider changing health care providers, Namaste will collaborate with the PSC in that process. Namaste further commits to make

sure Bargaining Unit Members are apprised of pertinent information regarding potential insurance changes prior to any changes being made.

9.3.2. **Short Term Disability Insurance.** Namaste will maintain the current benefit levels for short-term disability insurance for all qualifying Bargaining Unit Members.

9.3.3. **Long Term Disability Insurance.** Namaste will maintain the current benefit levels for long-term disability insurance for all qualifying Bargaining Unit Members.

9.4. **Leave.**

9.4.1. **Sick/Personal.**

Full-Time Bargaining Unit Members will receive ten (10) paid sick days and five (5) paid personal days per year. Mid-year Bargaining Unit Member hires and Part-Time Bargaining Unit Members will receive sick/personal days on a pro-rata basis based on their date of hire or their days worked. Unused personal days convert to sick days at the end of the school year. Bargaining Unit Members may roll over up to 100 unused sick days for future use. Sick leave is to be used solely for the Bargaining Unit Member or a member of the immediate family who is suffering illness or other physical impairment. Namaste may require medical certification of illness in order to grant sick pay to Bargaining Unit Members.

Bargaining Unit Members using sick or personal days must comply with Namaste's policies and procedures for notice and coverage. Unless extenuating circumstances apply and Namaste has otherwise consented, personal days will not be awarded during the following blackout periods: MAP Testing period, PARCC Testing period, ISBE Testing period, the first or last week of school, the first week following a break, or a day before or after a holiday.

In addition to the leave set forth herein, 12-month Bargaining Unit Members who have worked for Namaste for at least 12 months will receive fifteen (15) days of paid vacation, accrued at a rate of 1.25 days per month. 12-month Bargaining Unit Members may roll over up to fifteen (15) vacation days each year. 12-Month Bargaining Unit Members using vacation days must comply with Namaste's policies and procedures for notice.

9.4.2. **Parental Leave.** Bargaining Unit Members will receive paid parental leave for the birth or adoption of a child as follows: (1) Bargaining Unit Members who have been employed with Namaste for more than one (1) year: five (5) days; (2) Bargaining Unit Members who have been employed with Namaste for more than three (3) years: ten (10) days. All Bargaining Unit Members may additionally use up to 100 days of their accumulated sick or personal days for paid parental leave for the birth or adoption of a child. Bargaining Unit Members who are eligible for short term disability may additionally use those benefits during a parental leave, consistent with the plan coverage. Any use of paid parental leave, sick or personal days or paid medical leave as set forth herein runs concurrently with any unpaid FMLA leave and any applicable state or local family or medical leave laws.

9.4.3. **Bereavement Leave.** Bargaining Unit Members may take up to four (4) days of paid leave in the event of the death of a close family member (immediate family

member, parent, sibling, grandparent/grandchild, aunt/uncle or nephew/niece or the equivalent for your spouse). Bargaining Unit Members may use paid leave days to extend bereavement leave if needed, pursuant to Section 9.4.1 herein. Bargaining Unit Members must comply with request for leave procedures before taking bereavement leave, if possible.

9.4.4. **Religious Leave.** Bargaining Unit Members are eligible for paid religious leave in the event that a religious holiday that they observe falls on a school day. Bargaining Unit Members must comply with request for leave procedures for any anticipated religious leave as far in advance as possible, and no less than two (2) weeks in advance.

9.4.5. **Jury Duty.** Bargaining Unit Members must comply with request for leave procedures as soon as they are notified of upcoming jury duty assignments. Bargaining Unit Members will be excused from work with no change in pay or benefits for a maximum of two (2) weeks for jury duty. ,and will be provided an unpaid leave for any additional time required by the court in furtherance of their jury duty. Upon return to work, Bargaining Unit Members must submit a copy of their pay stub from jury duty and remit payment of the same to Namaste.

9.5. **Holidays.** All Bargaining Unit Members are entitled to the holidays listed below.

Labor Day
Indigenous Peoples Day
Thanksgiving Day, Day Before & 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/Sunday, the Bargaining Unit Member shall receive the Friday before or the Monday after the holiday or both when appropriate.

9.6. **Parking.** Namaste recognizes the interest of Bargaining Unit Members in having safe parking options that are close to Namaste. In furtherance of that objective, Namaste has partnered with Chicago Indoor Sports to provide off-street parking for Bargaining Unit Members. Bargaining Unit Members may also utilize street parking options around or near Namaste. Namaste further agrees to work with Bargaining Unit Members to raise parking concerns with the alderman, as necessary.

9.7. **Tuition Assistance.** Namaste agrees to work collaboratively with Bargaining Unit Members who would like to obtain advanced degrees in high needs areas to benefit students and families at Namaste, including for example, coordinating cohorts for bilingual, ELL and LBS1 endorsements or contributing up to \$3,000 total for a Bargaining Unit Member's pursuit of a masters' degree in a relevant content area or national board certification. Bargaining Unit Members who receive tuition assistance must remain at Namaste for at least three (3) years following receipt of their Masters' degree/national board certification or will be required to reimburse Namaste for the entirety of the tuition assistance received.

9.8. **Outside Professional Development.** Namaste supports the professional development of its teachers and staff. To that end, Namaste will offer up to \$500 for teaching Bargaining Unit Members to attend approved outside professional development per year and up to \$250 for paraprofessionals and office staff to attend approved outside professional development per year.

ARTICLE X.
PRESERVATION OF AGREEMENT

10.1. **Savings Clause.** Any provision in this Agreement that is contrary to or held to be in violation of any applicable law or regulation shall be void and of no force or effect, and this Agreement shall be construed as if such provision were removed, it being intended, however, that the other provisions of this Agreement shall not be affected by such removal and, to the greatest extent possible consistent with applicable law, shall be interpreted to give effect to the intention of the Parties as evidenced by this Agreement.

10.2. **No Strikes or Lockouts.** 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 against the employer, and the Union shall not instigate, encourage or condone the same, and Namaste agrees that it shall not lock out the Bargaining Unit Members.

10.3. **Successor.** Namaste will not choose to sell transfer or assign the operation of Namaste Charter School to any person or entity that does not agree to honor the terms and conditions of this Agreement during the Term. This Agreement will be binding upon any entity that Namaste chooses to sell, transfer or assign the Namaste Charter School operations to (the "**Acquiring Entity**") during the Term. The Acquiring Entity will be informed regarding the existence of this Agreement and shall consent to be bound prior to the acquisition. This provision shall not apply in the event of a charter revocation or school closure.

10.4. **Duration.** This Agreement shall become effective upon ratification by the Union and Namaste and shall continue to be in effect until the day prior to the start of the 2022-2023 school year.

This Agreement is signed this day of June ____, 2019

NAMASTE CHARTER SCHOOL, INC.

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

APPENDICES

APPENDIX A

Grievance Form

GRIEVANT(S): _____ GRIEVANCE # _____
DATE
SUBMITTED
TO
MANAGEMENT: _____

CONTRACT ARTICLES & SECTIONS VIOLATED

Article: _____	Section: _____	Article: _____	Section: _____
Article: _____	Section: _____	Article: _____	Section: _____
Others: _____		Others: _____	
Others: _____		Others: _____	

and any and all other Articles and Sections which apply.

STATEMENT OF GRIEVANCE:

_____ Date: _____

REQUESTED REMEDY:

_____ Date: _____

and any and all other action which will make the grievant whole.

GRIEVANT:

_____ Date: _____

OR

UNION REPRESENTATIVE:

_____ Date: _____

Copy: Insert Grievant's Name
Insert Principal's Name
Insert Union Representative's Name
File

APPENDIX B

Mentoring Interview Rubric

1. Professional Qualities and Characteristics

- Share experiences that you bring that will help you in the role as mentor of new teachers.
- Tell us how you have used your professional knowledge and skills with peers
- Describe your approaches to teaching and learning that have furthered innovation at Namaste
- Share something at Namaste that you are passionate about

1	2	3	4
Respected teacher; informal mentor experience	Respected teacher; informal mentor experience; evidence of on-going job-related coursework; demonstrated professionalism	Respected teacher; student teacher mentor or student coach; uses multiple approaches to teaching and learning based on needs; has high expectations, is open and professional; reflective about their own teaching practice	Respected, exemplary teacher; experience in a mentoring/coaching position; provided building level leadership; demonstrated passion, and high expectations, initiative, openness and professionalism

Notes:

Strengths:

Challenges:

2. Effective Classroom Practice

- Give examples of your experiences with a diverse community of learners
- Share how you meet the diverse needs of students and how you involve parents and the community in the classroom
- Share how you have implemented research-based content pedagogy and participated in learning-focused conversations based on formative and summative student performance data
- Describe your understanding of Common Core State Standards, professional teaching standards (teacher evaluation requirements) and district/state summative assessments. What factors do you consider to create conditions for student growth and achievement?
- Give examples of positive and negative reinforcement that you have found to be most effective in the classroom

1	2	3	4
Classroom practices don't reflect ability to differentiate or work with diverse learners; has record of student growth; has classroom management skills; little knowledge of CCSS or assessments	Satisfactory classroom practices with little experience differentiating or working with diverse learners; desire to improve student achievement; satisfactory classroom management style; adequate knowledge of CCSS and assessments	Strong classroom practices with some experience differentiating; experience working with the diverse learners; commitment to improving student academic achievement based on data; understanding of CCSS, formative and summative assessments; positive classroom management style	Excellent classroom practices including ability to differentiate and work consider the needs of non-traditional learners; demonstrated data-driven commitment to improving the academic achievement of all students; able to link standards-based content, formative and summative assessments; positive, motivational classroom management style

Notes:

Strengths:

Challenges:

3. Effective Interpersonal Communication

- Share with us how you deliver feedback when you have been in the role of mentor or coach
- How do you guide reflection on instructional and management practices that leads to professional growth
- Tell us about your most successful interaction with another person where you were able to connect with their feelings and the outcome
- Describe a time when you were in a difficult situation with colleagues or administrators and how you resolved or brought the situation to a satisfactory conclusion for the parties involved

1	2	3	4
Communicates and builds relationships with peers; communicates with parents	Good communicator; professional relationships are built on trust; connects with families and the community	Effective, empathetic communicator; collaborates with peers, families, community in an open honest and sensitive manner to build trusting relationships; effective decision-maker skills; able to reflect on professional interactions	Empathetic, exemplary communicator; builds collaborative relationships through communication, trust, and acceptance of diverse opinions; exemplary ability to guide professional growth using reflective conversations

Notes:

Strengths:

Challenges:

4. Collaboration

- Describe how you've actively participated in Namaste Professional Development, including grade level team meetings.
- Reflect on a time when you proposed a plan of action and were met with resistance. How did you handle the situation?

1	2	3	4
Collaborates with grade level team; little experience providing professional development	Promotes collaboration when leading peers; some experience providing professional development	Building level leader who is considerate of differing opinions/needs; collaborates to design professional development based on needs, interests and experience for peers; aware of the need to differentiate professional development activities for adult learners	Acts as a leader to spearhead change within a building, the district or the community; uses best practice to design and plan professional development to meet the needs of a variety of groups; promotes collaboration within and between divers groups (peers, administrators, etc); effectively uses reflection and differentiation to affect change

Notes:
Strengths:
Challenges:

5. Management/Organizational Skills

- How will you determine the learning needs of teachers and then develop a plan to support those needs?
- Give an example of how you prioritized to meet the demands of your position while at the same time maintained the ability to respond to immediate needs or crises

1	2	3	4
Leads and directs students; prioritizes student learning; has many materials and resources available to share	Leads and directs grade level team activities; sets priorities; responsible; helps peers by sharing materials and resources	Leads and directs within their school community; able to prioritize when necessary; follows through with responsibilities; can plan for and support the learning needs of peers	Independently leads and directs; prioritizes appropriately, and is flexible; takes initiative and follows through with responsibilities; experience planning for and supporting the learning needs of teachers

Notes:

Strengths:

Challenges:

Teacher Mentor Final Scoring Rubric
 Compilation of Team Member Interview Scores

1. Professional Qualities and Characteristics: Embraces life-long learning for all employees; demonstrates passion, high expectations, initiative, openness, professionalism	1	2	3	4
2. Effective Classroom Practice: Has demonstrated ability to be a respected, exemplary teacher/educator	1	2	3	4
3. Interpersonal Communication: Empathic, exemplary communicator; ability to quickly establish rapport; manages conflict appropriately	1	2	3	4
4. Collaboration and Leadership: Leading change, leading people, results-driven, collaborative	1	2	3	4
5. Management/Organizational Skill: Ability to independently lead and direct; prioritizes appropriately; flexible	1	2	3	4
6. References: Respected by colleagues and supervisors	1	2	3	4

Areas to Explore:

- Experiences in supporting peers
- Role of a teacher mentor
- Attributes mentors should possess in terms of supporting peers
- Professional development you might need in terms of mentoring
- With regard to instructional practice, classroom management, and personalized learning, diversity, differentiation, culturally responsive practices (common areas of teacher’s needing assistance, what strengths do you possess in these areas?)
- A collaborative experience you had and your role in its process
- Level of comfort and ability in delivering professional development in a teaching/learning setting
- Commitment to the vision of the mentor program
- Level of being appropriately confidential

APPENDIX C

**Salary Scale For Teachers, Alumni Coordinator,
Dean of Student Culture, Student Success Advocate**

Step	Lane 1 (BA/BS)	Lane 2 (Masters)	Lane 3 (Masters + 30 Hours)
Step 1	\$ 52,958.00	\$ 56,626.00	\$ 60,294.00
Step 2	\$ 53,892.00	\$ 57,560.00	\$ 61,228.00
Step 3	\$ 55,037.00	\$ 58,705.00	\$ 62,373.00
Step 4	\$ 56,299.00	\$ 59,967.00	\$ 63,635.00
Step 5	\$ 58,315.00	\$ 61,983.00	\$ 65,651.00
Step 6	\$ 60,819.00	\$ 64,487.00	\$ 68,155.00
Step 7	\$ 63,510.00	\$ 67,178.00	\$ 70,846.00
Step 8	\$ 66,237.00	\$ 69,905.00	\$ 73,573.00
Step 9	\$ 70,709.00	\$ 74,377.00	\$ 78,044.00
Step 10	\$ 75,083.00	\$ 78,750.00	\$ 82,418.00
Step 11	\$ 78,961.00	\$ 82,630.00	\$ 86,297.00
Step 12	\$ 81,657.00	\$ 85,325.00	\$ 88,994.00
Step 13	\$ 83,557.00	\$ 87,225.00	\$ 90,891.00
Step 14a	\$ 84,594.00	\$ 88,261.00	\$ 91,931.00
Step 14b	\$ 84,722.00	\$ 88,390.00	\$ 92,058.00
Step 14c	\$ 84,804.00	\$ 88,472.00	\$ 92,141.00
Step 14d	\$ 84,999.00	\$ 88,666.00	\$ 92,335.00
Step 14e	\$ 85,613.00	\$ 89,280.00	\$ 92,948.00
Step 14f	\$ 86,392.00	\$ 90,061.00	\$ 93,729.00
Step 15a	\$ 88,426.00	\$ 92,204.00	\$ 95,981.00
Step 15b	\$ 88,458.00	\$ 92,236.00	\$ 96,013.00
Step 15c	\$ 88,484.00	\$ 92,262.00	\$ 96,039.00
Step 15d	\$ 88,484.00	\$ 92,262.00	\$ 96,039.00
Step 15e	\$ 88,484.00	\$ 92,262.00	\$ 96,039.00
Step 16	\$ 89,772.00	\$ 93,550.00	\$ 97,327.00
Step 16b	\$ 89,804.00	\$ 93,582.00	\$ 97,358.00
Step 16c	\$ 89,830.00	\$ 93,608.00	\$ 97,384.00

APPENDIX D

Salary Scales For Office Staff, Paraprofessionals, Teaching Assistants, Facilities Engineer

Paraprofessionals/Teaching Assistants/ School Clerks	
Step	
Step 1	\$33,600.00
Step 2	\$34,608.00
Step 3	\$35,646.24
Step 4	\$36,715.63
Step 5	\$37,817.10
Step 6	\$38,951.61
Step 7	\$40,120.16
Step 8	\$41,323.76
Step 9	\$42,563.47
Step 10	\$43,840.38
Step 11	\$45,155.59
Step 12	\$46,510.26
Step 13	\$47,905.57
Step 14	\$49,342.73
Step 15	\$50,823.01
Office Operations Manager/Facilities Engineer	
Steps	
Step 1	\$46,560.00
Step 2	\$47,956.80
Step 3	\$49,395.50
Step 4	\$50,877.37
Step 5	\$52,403.69
Step 6	\$53,975.80
Step 7	\$55,595.07
Step 8	\$57,262.93
Step 9	\$58,980.81
Step 10	\$60,750.24
Step 11	\$62,572.75
Step 12	\$64,449.93
Step 13	\$66,383.43
Step 14	\$68,374.93
Step 15	\$70,426.18

SIDE LETTERS

1. Joint Communication about Collective Bargaining

The Parties recognize that a positive image of Namaste is important to its future success and to maintaining revenue to support the implementation of the collective bargaining agreement. To that end, the Parties agree that they will work together on creating joint communications about collective bargaining, the collective bargaining agreement, its implementation and impact on Namaste's finances.

2. PSC

Namaste and the PSC may discuss topics including academic freedom, culturally relevant curriculum, wraparound services, staffing and work day. Nothing herein however constitutes a waiver of Namaste's rights under the School Rights provision (Article II) to make determinations with respect to scheduling, staffing and curriculum design and methodologies.

3. Application to Remainder of 2018-2019 School Year

The Parties agree that after ratification, for the remainder of the 2018-2019 school year, the provisions of the collective bargaining agreement will become effective, to the extent practicable. The Parties recognize that the following non-exhaustive list of provisions will not be implemented until the 2019-2020 school year Wages and Benefits (except as otherwise provided), Work Year, Work Day, Evaluations, Job descriptions and Mentoring.