

Collective Bargaining Agreement

Between

Chicago Teachers Union Local 1

And

EPIC Academy

Preamble

The Chicago Teachers Union and Epic Academy are both committed to empowering young men and women to overcome the challenges faced coming of age in an underserved community. We are committed to work together in an atmosphere of mutual respect to provide the supports students need to excel despite our countries’ legacy of discrimination. Union members have the right and are encouraged to speak on issues concerning the Epic Academy. It is through the exchange of idea that we will arrive at the best methods for student growth. Union members and Administration agree to act professionally and respectfully, they will not defame others, that they do not make threats or act in a threatening manner, and that they do not violate anti-harassment and anti-discrimination policies.

1. **Article 1 Recognition**

Parties

Epic Academy (“Employer”) recognizes the Chicago Teachers Union (“Union”) as the exclusive collective bargaining representative of all bargaining unit positions including all full-time and regular part-time teachers, paraprofessionals, social workers, security specialists, and head of security/security specialist employed by the Employer at its facility currently located at 8255 S. Houston Ave, Chicago, Illinois. and excluding principal, assistant principal, senior director of finance, director of development and programs, director of specialized services, accountant, director of student recruitment, director of operations, director of safety and culture, director of college and career pathways, lunch room staff, food services manager, custodians, building engineers, director of social work services, director of graduation, director of student discipline, administrative assistant, and all other employees, confidential employees, managerial employees, and supervisors as defined by the National Labor Relations Act, (“bargaining unit”).

In the event the National Labor Relations Board no longer asserts jurisdiction over charter schools, the employer shall not challenge the Union’s status as majority representative during the term of this Agreement.

2. **Article 2 Duration**

The term of this Agreement ("Term") shall be two (2) years August 1, 2020 to July 31, 2022.
This agreement shall be effective upon ratification by both parties.

3. **Article 3 Union Rights**

3.1 Communication Protocol

The Employer and the Union will respond to email requests, such as general questions, items for approval, and professional questions within 48 hours of receipt. All communications shall be professional and respectful. In the event either party is not able to respond to an email request within 48 hours, it will acknowledge receipt of the email request and advise that it will respond as soon as practical.

3.2 Information

3.2.1 To the extent required by law, the Employer shall make available for inspection to the Union any information that is available, relevant, and necessary for the administration of this Agreement, within five (5) working days from a request, absent a good faith reason for an extension of said time period.

- 3.2.2 Prior to each regular or special meeting of EPIC’s Board of Directors, such Board shall post online the public agenda for the meeting and to the extent they are available, copies of the proposed Board reports listed on the public agenda. After each meeting, the Board shall post online minutes of that meeting within seven (7) working days–If the Board meeting occurs during work hours, one representative from the Union shall be granted release time for travel and attendance at the meeting, but said release time must be reasonable and appropriate.
- 3.2.3 Once per semester, the Employer will provide to the Union lists of all employees of the Employer, indicating employees eligible for representation. The lists shall contain the following information: the employee’s name, job title, work location, home address, telephone number, and salary. Within 30 days of a new bargaining unit employee being hired, the Employer will provide the Union a list with the name and job title of the bargaining unit employees hired.

3.3 Release Time

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

In addition, a total of ten (10) days per year shall be available to be divided amongst bargaining unit employees at the Union’s discretion to perform Union business. The Employer shall assume the salary costs of bargaining unit employees. Up to two (2) bargaining unit employees may use union release time on the same day. Except for an emergency, the Union shall provide the Employer with one-week advance notice when using Union release time under this Article.

3.4 Reserved Union Meeting Time

The Union shall be allowed to meet for sixty (60) minutes once calendar month during the normal workday at times otherwise used for professional development. The Union shall inform the Principal of the date and time of such meetings at least one week in advance.

3.5 New Employee Orientation

The Union shall be allowed sixty (60) minutes to meet with all new employees before or at the start of each semester during their orientation period for the purpose of presenting information about the Union. For employees hired during the semester, the Employer will schedule sixty (60) minutes of mutually agreed upon meeting time within one month of the employee’s starting date for the new employees and the Union to meet during the work day, provided that the meeting shall not take place during any teaching or mandatory meeting time. There shall be no loss of pay for any participating employees. Meeting time under this Article will not count towards reserved meeting time.

3.6 Dues & CTU PAC Checkoff

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

1. 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, no later than the thirtieth calendar day following their date of employment or the date of execution of this Agreement, whichever is later.

2. Upon receipt of a voluntary written authorization from a bargaining unit employee, the Employer shall deduct from the wages due said bargaining unit employee the sum specified in the authorization and remit to the Chicago Teachers Union Political Action Committee (CTU PAC) Fund as the bargaining unit employee's voluntary contribution to said Fund.
3. No deductions shall be made which are prohibited by applicable law. The Union agrees to indemnify and hold the Employer harmless from any claim, suit, cause of action, or other action with respect to the Employer's compliance with the provisions of this Article. In the event of any such claim, no settlement shall be made without the Union's prior written permission.

4.

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

3.7 Access

- 3.7.1 The Employer recognizes that authorized agents of the Union may need access to bargaining unit employees during non-instructional time within the instructional day. The Union recognizes the need for the Employer to ensure that its Campuses operate efficiently and that leadership/administrative team members are not unduly burdened by frequent, prolonged or unannounced visits from any external organization. Consistent with these principles, the Employer agrees to grant Union representatives reasonable access to its workplaces and facilities during normal business hours but will not disrupt or observe bargaining unit employees during their teaching time and, in so doing, the Union agrees to follow the Employer's visitor policies and procedures. Discussion of union-related topics is permitted at work during non-classroom time so long as it does not interfere with or disrupt normal school activities and student instruction.
- 3.7.2 The Union shall be provided a bulletin board in a place readily accessible to and normally frequented by all bargaining unit employees in the school 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. Union delegates and authorized Union representatives shall be responsible for the content and maintenance of the bulletin board. Items posted on the bulletin boards must be respectful and comply with EPIC's professionalism policies. The Employer shall notify Union leadership of inappropriate content and the Union leadership will remove the inappropriate materials.
- 3.7.3 Union delegates, officers and authorized Union representatives shall have the right to place materials in the mailboxes of bargaining unit employees. 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 employees by the Union shall simultaneously be placed in the principal's or head administrator's mailbox.

Article 4 Employer Rights

- 4.1.1 Epic leadership retains all powers and authority to direct, manage and control the campuses. The school will exercise its powers and authority collaboratively and will consider input from Bargaining Unit Members, but the final decision will rest with Epic leadership except explicitly

otherwise set forth in this Agreement. For example, except explicitly otherwise set forth in this Agreement Epic Leadership reserves the following right and authority:

- To determine the Epic mission, goals program design and methodologies for fulfilling them;
- To take such steps as are necessary or appropriate to fulfill our obligations to Chicago Public Schools and applicable law;
- 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;
- To determine staffing patterns and design, including as necessary any decision to lay off or reduce its workforce, Epic agrees to take into account performance standards and seniority in making layoff decisions;
- To determine the number and types of Bargaining Unit Members and other personnel required;
- To operate the campus(es) including modifying facilities and/or building new facilities;
- To determine methods for raising revenue, budget procedures and budget allocation
- To contract with any third party for one or more services performed by Bargaining Unit Members including without limitation to procedures for obtaining such contract and the identity of the third party, but not for the purpose of replacing a position held by any existing Bargaining Unit Member;
- To determine class staffing and assignment, class schedules, academic calendar, hours and places of instruction and or student assessment policies;
- To make and implement decisions concerning use and staffing of experimental programs and decisions concerning use of technology to deliver educational programs and services and staffing to provide the technology and;
- To take action on any matter in the case of an emergency.

The exercise of the of Epic Leadership powers, rights, authority, duties, and responsibilities, the adoption of policies, rules, regulations and practices furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only by the specific and express terms are in conformance with law.

Epic Leadership shall have the right to make or change and enforce any reasonable work rule, policy or practice not inconsistent with the Agreement. Any dispute raised by Epic Bargaining Unit Members about whether any such rule is inconsistent with this Agreement may be challenged by the Epic Bargaining Unit Members.

The Epic Leadership retains its rights 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, Bargaining Unit Member or other person, or when failure to act would result in a violation of applicable law or possible cessation of operation of the school. If the modification results in a permanent change to working conditions, and, if requested by the Bargaining Unit, Epic Leadership agrees to negotiate the modification in a timely manner.

Article 5 Organizational Structure

5.1 Organizational Chart and Job Descriptions

The Employer shall make an organizational chart available for bargaining unit members and the Union upon request. All job descriptions will be available on the Epic Academy High School website and shall be available for any employee upon request. There shall be no changes in job descriptions of bargaining unit members without agreement of the parties. There shall be no creation of new bargaining unit job titles without agreement of the parties.

5.2 Onboarding Process

The Professional Solutions Committee shall be involved in discussions of the appropriate onboarding processes for all bargaining unit members for the school, inclusive of New Teacher Orientation.

Article 6 Committees

6.1 Committee Formation

Additional committees can be formed by agreement of the Parties.

6.2 Professional Solutions Committee

Parties shall establish a Professional Solutions Committee (PSC) to discuss school operations, contract administration issues and any joint Employer-Union initiative prior to or at the time of its implementation at the local-school level. The PSC shall not be used to discuss grievances. The committee shall be composed of the Principal and up to five members identified by the administration and no fewer than three and no more than five members identified by the Union delegate. The Principal and Union delegate shall be the co-chairpersons of the Professional Solutions Committee. The Principal will be notified of the names of the committee representatives by the school's union delegate and report any changes in representatives as soon as possible. The committee shall meet once monthly during non-work time, and the parties shall jointly establish the agenda at least forty-eight hours prior to each meeting. The co-chairpersons of the Professional Solutions Committee shall exchange available and pertinent information concerning the issues on the agenda to be discussed at the Professional Solutions Committee when such information is necessary for the understanding and resolution of professional problems under discussion by the Principal and the Professional Solutions Committee. The Principal or the Union delegate may invite consultants or resource persons to attend the meeting to discuss specific agenda items with advance notice and agreement of the co-chairpersons. The committee shall decide whether and how to report the proceedings of the meeting to school staff.

6.3 Hiring Committee

Where feasible, the Employer and the Union shall each select up to three representatives to create an ad hoc hiring committee, which shall review resumes, attend interviews and make recommendations to the Employer for filling bargaining unit positions.

Article 7 Compensation and Benefits

7.1 Salary

Wages in the first year shall be retroactive to August 1st, 2020.

7.1.1 Salary Schedule Step Placement

For newly hired teachers the Employer shall grant salary schedule step credit for

- (1) all years of work experience with the Employer, and
- (2) up to four (4) years of all years of outside experience in teaching.

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For newly hired non-teaching bargaining unit employees, the Employer shall grant salary schedule step credit for

- (1) all years of work experience with the Employer, and
- (2) all years of outside work experience in positions comparable to the one they hold with the Employer.

Current bargaining unit employees will be placed on the salary schedule at the step credit for all previous related experience. All bargaining unit employees shall receive a step increase on August 1st of each year. Non-certified teachers shall be placed at the appropriate step in the salary below with a \$1500 reduction in stated salary at each step until certification is achieved.-No employee shall suffer a loss in wages due to the signing of this agreement.

Lane 1 – Certified with a Bachelor’s Degree

Lane 2 – Master’s Degree

Lane 3 – Master’s Degree plus 30 credit hours

Lane 4 – Master’s Degree plus 60 credit hours/Doctoral Degree

Stipend for National Board Certification – \$1,500/per year.

No teacher, social worker or paraprofessional shall receive less a (2%) two percent raise in each year of the contract. If any employee is scheduled to receive a less than a 2% raise in any year, they will be placed on the step in their respective lane where they receive at least a two percent raise. In subsequent years they will get step increases from that point.

7.1.1 New Hire Pay

Salaries for new hires shall begin on their first working day. Payment shall be remitted on the next date in the pay schedule. New hires from 2020 shall be paid for hours worked between the time of the their stipend expired and September 1, 2020.

7.1.2 Error in Pay

Every effort is made to avoid errors in your paycheck. Employees who believe an error has been made should inform the Director of Finance immediately, who will take steps to research the problem and endeavor to make any necessary corrections immediately.

7.1.3 Salary Increases

Salary increases for bargaining unit members shall be effective the 1st of August each school year. Salary increases for the next school year will occur August 1 for work performed in that new school year. The parties agree that the August 1 step increase will not affect previous years’ summer accruals.

7.1.4 Hourly Employees Overtime Pay

All hourly employees shall be paid at a rate of time and one half of their regular hourly pay for time worked or forty (40) in one week. Holidays shall count as time worked in computing over time. All overtime must be pre-approved by a manager.

7.1.5 Salary Schedules

Wages.

Paraprofessionals

| | 20-21 | 21-22 |
|----------|----------|----------|
| Starting | 32488.17 | 34112.58 |
| 1 | 34042.75 | 35744.89 |
| 2 | 35657.73 | 37440.62 |
| 3 | 35954.56 | 37752.29 |
| 4 | 35954.56 | 37752.29 |
| 5 | 37688.61 | 39573.04 |
| 6 | 37688.61 | 39573.04 |

| | | |
|----|----------|----------|
| 7 | 39543.11 | 41520.27 |
| 8 | 39543.11 | 41520.27 |
| 9 | 41396.23 | 43466.04 |
| 10 | 41396.23 | 43466.04 |
| 11 | 43370.35 | 45538.87 |
| 12 | 43370.35 | 45538.87 |
| 13 | 44617.22 | 46848.08 |
| 14 | 44617.22 | 46848.08 |
| 15 | 45913.9 | 48209.60 |

Wages.

Security Specialists

The Parties acknowledge that Security Specialists received an increase for FY20-21 which they will retain until July 31, 2021 and will be put on the schedule below starting August 1, 2021.

| Step | Security FY21-22 |
|------|---------------------|
| 0 | 15 |
| 1 | 15.75 |
| 2 | 16.5 |
| 3 | 17.25 |
| 4 | 18 |
| 5 | 18.75 |
| 6 | 19.5 |
| 7 | 20.25 |
| 8 | 21 |
| 9 | 21.75 |
| 10 | 22.5 |
| 11 | 23.25 |
| 12 | 24 |
| 13 | 24.75 |
| | |

Wages

Teachers and Social Workers

2020-21

| | 1 | 2 | 3 | 4 |
|---|-----------|-----------|-----------|-----------|
| 0 | 51,369.00 | 54,927.00 | 58,485.00 | 62,044.00 |
| 1 | 52,275.00 | 55,833.00 | 59,391.00 | 62,951.00 |
| 2 | 53,386.00 | 56,944.00 | 60,502.00 | 64,062.00 |
| 3 | 54,610.00 | 58,168.00 | 61,726.00 | 65,286.00 |
| 4 | 56,566.00 | 60,124.00 | 63,681.00 | 67,241.00 |
| 5 | 58,994.00 | 62,552.00 | 66,110.00 | 69,670.00 |
| 6 | 61,605.00 | 65,163.00 | 68,721.00 | 72,280.00 |

| | | | | |
|----|-----------|-----------|-----------|-----------|
| 7 | 64,250.00 | 67,808.00 | 71,366.00 | 74,926.00 |
| 8 | 68,588.00 | 72,146.00 | 75,703.00 | 79,262.00 |
| 9 | 72,831.00 | 76,388.00 | 79,945.00 | 83,504.00 |
| 10 | 76,592.00 | 80,151.00 | 83,708.00 | 87,265.00 |
| 11 | 79,207.00 | 82,765.00 | 86,324.00 | 89,881.00 |
| 12 | 81,050.00 | 84,608.00 | 88,164.00 | 91,724.00 |
| 13 | 82,056.00 | 85,613.00 | 89,173.00 | 92,730.00 |
| 14 | 82,180.00 | 85,738.00 | 89,296.00 | 92,855.00 |
| 15 | 82,260.00 | 85,818.00 | 89,377.00 | 92,934.00 |
| 16 | 82,449.00 | 86,006.00 | 89,565.00 | 93,122.00 |
| 17 | 83,045.00 | 86,602.00 | 90,160.00 | 93,718.00 |
| 18 | 83,800.00 | 87,359.00 | 90,917.00 | 94,474.00 |
| 19 | 85,773.00 | 89,438.00 | 93,102.00 | 96,765.00 |
| 20 | 85,804.00 | 89,469.00 | 93,133.00 | 96,795.00 |
| 21 | 85,829.00 | 89,494.00 | 93,158.00 | 96,821.00 |
| 22 | 85,829.00 | 89,494.00 | 93,158.00 | 96,821.00 |
| 23 | 85,829.00 | 89,494.00 | 93,158.00 | 96,821.00 |
| 24 | 87,079.00 | 90,744.00 | 94,407.00 | 98,071.00 |

21-22

| | 1 | 2 | 3 | 4 |
|----|-----------|-----------|-----------|-----------|
| 0 | 54,017.00 | 57,759.00 | 61,500.00 | 65,242.00 |
| 1 | 54,970.00 | 58,711.00 | 62,453.00 | 66,196.00 |
| 2 | 56,138.00 | 59,879.00 | 63,620.00 | 67,364.00 |
| 3 | 57,425.00 | 61,166.00 | 64,908.00 | 68,651.00 |
| 4 | 59,481.00 | 63,223.00 | 66,964.00 | 70,707.00 |
| 5 | 62,035.00 | 65,777.00 | 69,518.00 | 73,262.00 |
| 6 | 64,780.00 | 68,522.00 | 72,263.00 | 76,005.00 |
| 7 | 67,562.00 | 71,303.00 | 75,044.00 | 78,788.00 |
| 8 | 72,123.00 | 75,865.00 | 79,605.00 | 83,347.00 |
| 9 | 76,585.00 | 80,325.00 | 84,066.00 | 87,809.00 |
| 10 | 80,540.00 | 84,283.00 | 88,023.00 | 91,763.00 |
| 11 | 83,290.00 | 87,032.00 | 90,774.00 | 94,514.00 |
| 12 | 85,228.00 | 88,970.00 | 92,709.00 | 96,452.00 |
| 13 | 86,286.00 | 90,026.00 | 93,770.00 | 97,510.00 |
| 14 | 86,416.00 | 90,158.00 | 93,899.00 | 97,642.00 |
| 15 | 86,500.00 | 90,241.00 | 93,984.00 | 97,724.00 |
| 16 | 86,699.00 | 90,439.00 | 94,182.00 | 97,922.00 |
| 17 | 87,325.00 | 91,066.00 | 94,807.00 | 98,548.00 |

| | | | | |
|----|-----------|-----------|-----------|------------|
| 18 | 88,120.00 | 91,862.00 | 95,604.00 | 99,344.00 |
| 19 | 90,195.00 | 94,048.00 | 97,901.00 | 101,753.00 |
| 20 | 90,227.00 | 94,081.00 | 97,933.00 | 101,785.00 |
| 21 | 90,254.00 | 94,107.00 | 97,960.00 | 101,811.00 |
| 22 | 90,254.00 | 94,107.00 | 97,960.00 | 101,811.00 |
| 23 | 90,254.00 | 94,107.00 | 97,960.00 | 101,811.00 |
| 24 | 91,567.00 | 95,421.00 | 99,274.00 | 103,126.00 |

7.2 Health Insurance Benefits

- 7.2.1** The employer may terminate the Teledoc benefit when teachers fully return to the school. The employer shall maintain all other current health insurance coverage and benefits for the term of this Agreement. The Employer shall pay 80% of the premium costs and bargaining unit employees shall pay 20% of the premium costs. The Employer shall not make changes to the health insurance providers or plans without consultation of the Union. The Union and Employer shall meet yearly to evaluate healthcare plan and provider options.
- 7.2.2** The Employer agrees to participate in a CTU-ACTS healthcare committee that shall meet no less than two times a year to explore possibilities to secure healthcare savings.
- 7.2.3** The Employer shall continue to provide the following benefits Dental Insurance, Short Term Disability, Long Term Disability, Prescription Drug, and vision except as provided in this article.
- 7.2.4** The Employer shall provide without cost to the employee a life insurance policy of \$50,000.
- 7.2.5** Equality of Benefits. All bargaining unit employees shall be eligible for health care benefits equal to or superior to those granted to all other Epic Academy employees.

7.3 Stipends and Bonuses

7.3.1 Overload Stipend

Bargaining unit members scheduled by the Principal to teach an additional class in lieu of a planning period shall receive a stipend of 10% of the employee's base salary. Such stipend shall be prorated for the number of days this occurs.

7.3.2 Teacher Leader Stipend

Teacher Leaders shall receive a stipend equal to \$3,500 Teacher Leaders are defined as Content Leads and Grade Level Leaders. The amount of all stipend positions not addressed in this contract shall be negotiated with the union.

7.3.3 Athletics Stipend

Head coaches shall receive a stipend of \$3,000 per year per sport for each (both varsity, soph, frosh etc.) team. Assistant coaches shall receive \$1,250 per year per sport for each team.

Additionally, the Athletic Director shall receive \$6,000 per year and the Assistant Athletic Director shall receive \$3,000 per year. The stipends shall be paid ½ at the end of each semester and provided that sports run for the year.

7.3.4 Extra-Curricular Sponsor Bonus

Extra-Curricular Sponsors shall receive \$1000 per year for official school approved extra-curricular activities. An official activity must be established as an activity by the Principal in order to continue. A prorated stipend shall be paid in the event an extra-curricular activity is cancelled prior to the end of the school year.

7.3.5 Freshman Strong Start

Each employee required to participate in Freshman Strong Start shall receive a stipend of \$750.

7.3.6 Committee Meetings

When required by the school administration, committees, IEP teams, and/or Teacher Leaders meet outside of the regular school year or work day, Epic Academy will pay a stipend equal to the non-instructional rate.

7.3.7 Stipend and Bonus Payout

Employer shall remit payment for any such stipend in this article at the end of the semester in which it was earned. If a bargaining unit employee leaves before the end of the semester they shall be paid for their work on a pro rata basis.

7.4 Summer School Compensation

Teaching bargaining unit members shall be paid an additional \$3500 salary per class taught for the duration of summer school.

7.5 Retirement & Pension Benefits

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

7.5.1 Amount of Pick Up

With respect to the legally required employee contribution for licensed teachers of 9% of annual salary, the Employer shall pick up for each licensed teacher a sum equal to 8% of the licensed teacher's salary for CTPF to be applied to the retirement account of each such employee (not the survivors' annuity account). Licensed teachers shall only be responsible for the remaining 1% employee contribution, which the Employer shall make via payroll deduction.

7.5.2 Claim to Funds Picked Up

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

7.5.3 Retirement Account Contributions for Other Bargaining Unit Employees that are not Licensed Teachers

The Employer shall make contributions for total retirement benefits (which includes the employer portion of social security plus an additional 403b match) on behalf of any non-certified employee who participates in the 403b plan up to 8% of employee salary. This employer contribution for non-CTPF employees shall be equal to the employer contribution and pension pick-up made on behalf of licensed teachers covered by this Agreement to CTPF. Contributions to pension plans for these employees shall be made pursuant to all applicable laws.

7.5.4 Voluntary Contributions

Bargaining unit employees covered may voluntarily opt to make additional employee contributions to their 403(b) account up to the maximum allowed by law. The Employer shall deduct such voluntary employee contributions as a payroll deduction and deposit them to the employee's retirement account only upon written authorization from the employee.

7.6 Salary Deductions

EPIC Academy pays exempt employees and certain School-Year non-exempt employees a salary rather than by the hour. Once a salaried employee's Personal Time Off or Sick Pay has been exhausted or is otherwise unavailable, EPIC Academy will deduct pay from that employee's salary under the following circumstances: (i) for one or more full or partial day absences for personal reasons, including absences for illness or injury, (ii) partial or full day absences during an approved unpaid family or medical leave.

8. Working Conditions

8.1 Employee Handbook

The employee Handbook is incorporated into this Agreement. The policies and guidelines herein may be modified by mutual agreement. If this contract conflicts with any portion of the Employee Handbook, the section(s) of the collective bargaining agreement shall rule.

8.2 Work Year

The work year for all salaried bargaining unit members shall be one hundred and ninety (190) days, which shall consist of one hundred and eighty-one (181) days of student attendance and seven (7) professional development days and two (2) report card pick-up days. If necessary and at the discretion of the bargaining unit member with approval by the principal, additional work days will be compensated at the employee's non-instructional rate. First year teachers at EPIC shall start five (5) days prior to the rest of the returning bargaining unit members.

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

8.2.1 Security

Security employees shall have a 10 month work year the same work year as salaried employees, with the exception of two weeks of Summer School and maintain their pay period schedule. Security employees shall receive their same weekly pay for the remainder of Summer Break.

8.2.2 Inclement Weather

In the event the Principal determines that weather conditions require the cancellation of school, all bargaining unit members will be notified by phone call or email. All Full-Time and Short-Hour Full Time employees will be paid for any day of work cancelled due to inclement weather provided the employee was scheduled to work that day.

8.3 Holidays

All bargaining unit employees are entitled to the observed paid holidays listed below.

- Labor Day
- Indigenous Peoples Day
- Veterans' Day
- Thanksgiving Day, Day Before & Day After
- Winter Break which includes New Year's Eve and New Year's Day
- Martin Luther King, Jr. Day
- Presidents Day
- Spring Break
- Memorial Day
- Independence Day (security only)

Summer school shall not start before the Independence Day Holiday.

8.4 Work Day

Salaried bargaining unit members' workday shall be no more than seven (7) hours and thirty (30) minutes.

8.5 School Events

Employees working school events outside of regular work hours shall be paid their hourly rate or overtime rate, if applicable. Salaried bargaining unit employees are expected to attend no more than three (3) EPIC school events outside their regular workday with no additional pay. Parent-teacher conferences are not considered a School Event subject to this provision. When required to attend additional events, Employees working school events outside of regular work hours shall be paid their hourly rate for hourly employees and non-instructional rate for teachers, if applicable.

8.6 Teaching Load

Teachers shall have no more than one thousand two hundred and fifty (1250) minutes of instruction per week, exclusive of Crew. Crew shall not be more than 100 minutes per week.

8.7 Lunch

All employees shall have a daily, continuous 50-minute duty-free lunch period concurrent with student with student lunches.

8.8 Preparation Periods

Preparation periods shall be duty-free and self-directed. Teachers and paraprofessionals shall have no less than 400 minutes of duty-free, self-directed preparation per week, and 100 minutes of school-directed preparation periods per week.

8.9 Class Size

No class shall exceed twenty-eight (28) students including physical education/health, art, music and special classes. Teachers shall be paid a total of \$500 per semester and per class if class size is 1 to 3 students above 28. Class size shall never exceed 31. The Employer shall assign a dedicated classroom support paraprofessional to all classes that exceed the class size limits established in this Article.

The class size in special education classes shall be in accordance with the guidelines established by the Rules and Regulations of the State Board of Education, codified at 23 Ill. Admin. Code 226.730(b) and (c).

8.10 Access to Files

Instructional staff may use their own lesson plans, assessments, and instructional materials developed while employed by the employer, without being deemed in violation of any employment agreement with the employer. When separation of employment occurs, Instructional Staff shall be provided up to five (5) days to access and collect any personal belongings and/or electronic files that the employee created or maintained. Employees who have separated must follow Epic policies when reentering the building.

8.11 Academic Freedom

It is the intent of the parties to assure that instructional staff enjoy academic freedom in the Schools. Academic freedom shall mean that instructional staff are free to present instructional materials which are pertinent to the subject and level taught, within the outlines of appropriate course content and within the planned instructional program. Instructional staff shall be free to use their own materials and methods of instruction based on their knowledge of students and area(s) of expertise to plan and deliver creative and inventive lessons and employ teaching methods that provide for high levels of student engagement. Epic Academy will have a centralized resource bank that staff, at their own discretion, may utilize to support their instruction.

8.12 Access to School Budget

8.12.1 Staff Funds and Notice of Proposed Appropriations

Within twenty-five (25) school days after the Board approved school budget is received in the school, the principal or the principal's designee shall provide a copy of the school's bargaining unit members including the total amount of funds proposed for the purchase of texts, instructional materials and supplies.

8.12.2 Texts, Instructional Materials and Supplies Distribution and Collection.

Teacher-editions of texts, instructional materials, curriculum guides for each subject area and supplies shall be available for distribution to teachers and an assigned classroom with a teacher desk on the first day of teacher attendance of the regular school year and the summer school session. Necessary supplies include text and digital platform license necessary supplies and digital platform license. Teachers shall keep an accurate account of the educational equipment and materials issued to them for instruction of their classes. On or before a specific date to be established each semester by the Professional Solutions Committees, the principal shall consult with grade level representatives and/or department chairs (including a special education representative) to consult on the selection of texts and instructional

materials. All decorations or educational items required by administration for the school classrooms shall be paid for and provided by the school administration.

8.12.3 Supply Money

Each Fiscal Year, the Employer shall appropriate sufficient funds to reimburse bargaining unit members up to \$250 per employee for any supplies and materials, classroom library books and therapeutic materials purchased by them for student instruction and support. In order to receive reimbursement, bargaining unit members must submit a copy or scan an itemized receipt documenting their purchase within seven (7)-business days of their purchase.

Employer shall respond to bargaining unit member reimbursements within seven (7) business days.

8.13 Technology

The Employer shall provide access to necessary technology and software and relevant training to be utilized by union members. The Employer and the Union share the goal that every bargaining unit member shall have a functioning computer with internet access and software at their desk.

8.14 Dress Code

Staff should present an appropriate appearance and dress as set forth in the handbook.

8.15 Lactation Breaks

Epic Academy will provide a reasonable amount of break time to accommodate a female employee's need to express breast milk for the employee's infant child. The break time should, if possible, should be taken concurrently with other break periods already provided. Bargaining unit employees will use their best efforts to not take this break time during instructional time. Epic Academy will provide the employee with a clean and private space. The parties acknowledge that this space may be shared space, but not at the same time.

8.16 Bringing Children to Work

Bargaining unit members shall be permitted to bring children to work in emergency situations provided there is no disruption of the educational environment or general operation of the school. Bargaining unit members will notify the employer of the need to bring their child to work as soon as practicable. In the event of an emergency, the bargaining unit member who needs to bring their child to work must notify the building principal as soon as possible, but before entering the building. The Principal will notify the employee as soon as possible thereafter if permission to bring the child to work is denied. Bargaining unit members who bring their children to school during a work day accept all risk of liability for any injury or harm that may come to their children while at work, and agree to release and indemnify EPIC Academy, its administrators, board of trustees and staff from any and all liability and damages relating to any injury or other harm that may be sustained by their children at the school or at a school-sponsored event.

8.17 Off-Street Parking

The objective is that bargaining unit employees shall be provided with adequate parking areas for their automobiles and that these areas shall, to the extent possible, be secure and adjacent to the school.

9. Culture & Environment

9.1 Non-Discrimination

There shall be no discrimination or retaliation by the Employer in its recruitment programs, hiring practices, dismissal procedures, or in any other relationship or practice on the basis of race, creed, color, age, sex, national origin, marital status, veteran status, disability, sexual orientation, gender identity or expression, civil union status, domestic partnership status, parental status, immigration status, eligibility for rehire within the Chicago Public Schools, genetic information, refusal to submit to a genetic test or make available the results of a genetic test, the utilization of benefits authorized by this Agreement or Employer policy, or membership or participation in, or association with the activities of the Union or any employee organization.

The Employer will comply with all the applicable employment discrimination laws, including the Americans with Disabilities Act, however, nothing in this Article shall constitute a waiver of a bargaining unit employees rights to bring a discrimination claim to an appropriate government agency, or in a court of competent jurisdiction. Employees who elect to file a charge of discrimination with a local, state, or federal agency or court shall not be eligible to also file a grievance alleging a violation of this Section of the Agreement.

9.2 Sanctuary Schools

In the spirit of Plyler v. Doe, 457 U.S. 202 (1982), Epic Academy, hereinafter also referred to as the Employer, has consistently afforded students access to a high quality public education at Epic Academy, regardless of their immigration status and is committed to continue this practice.

Epic Academy, is an Immigration and Customs Enforcement (ICE) designated “sensitive location” in which ICE enforcement activities would pose a severe disruption to the learning environment and educational setting for students and their families. The Employer and the Union jointly declare that the buildings and grounds of Epic Academy are sanctuary spaces for all students, parents, administrators, bargaining unit members, and community members and jointly commit to defend the right to a free and safe learning environment.

Students and families trust Epic Academy to maintain their safety and the integrity of their family units. To foster this continued trust, school personnel shall not inquire about or record a student’s or a family member’s immigration status and, pursuant to the Family Education Rights and Privacy Act (“FERPA”), shall not disclose, without parental consent, the immigration status of any student or other personally identifiable information. Epic Academy recognizes the trust families place in them and shall not voluntarily divulge information to immigration agents to the fullest extent possible under the law.

Epic Academy and its staff have the right to be the first line of protection for students and families against unwarranted and detrimental immigration and enforcement actions. Upon request by ICE agents to enter Epic Academy grounds, Epic Academy administration shall verify the immigration agent’s credentials, ask the agent why the agent is requesting access, and ask to see a warrant signed by a federal or state Judge. Immigration agents and all other law enforcement agencies seeking entry to the school or its grounds shall be asked to provide written authority from ICE or the appropriate authority instructing them to enter Epic Academy’s property and for what purpose as well as a warrant signed by a federal or state Judge.

In the spirit of this commitment to a sanctuary school zone, absent exigent circumstances and/or a duly signed federal or state warrant and written authority from ICE supervisors, agents of ICE shall not be permitted access to Epic Academy grounds or any records contained therein, nor shall Epic Academy otherwise release to any third parties, other than the Union, any information pertaining to immigration status except with the employee’s written consent or as required by law.

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

Epic Academy Employees shall not face any Employer discipline for following the policies contained in this Article, provided it is not inconsistent with other legal directives. The provisions contained within this Article shall in no way prohibit the Employer from honoring and complying with a duly authorized warrant and in no way shall obligate the Employer or any of its agents to violate any State or Federal statutes.

9.3 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. Epic Academy and the Union recognize that the young people who have received DACA benefits are a valued and important part of our community. Because the termination of the DACA policy may affect the work authorization of employees, the Employer and the Union agree to the following:

- 9.3.1 The Employer reaffirms its commitment to equal opportunity in the workplace and shall not discriminate on the basis of race, creed, color, age, sex, national origin, marital status, veteran status, disability, sexual orientation, gender identity or expression, civil union status, domestic partnership status, parental status, immigration status, eligibility for rehire within the Chicago Public Schools, genetic information, refusal to submit to a genetic test or make available the results of a genetic test.
- 9.3.2 The Employer shall not inquire about or demand proof of immigration or citizenship status, except as required by law.
- 9.3.3 Upon written request, the Employer should provide for legal consultation or resources for any employee who has received a work authorization document under DACA (“affected employee”) in order to determine the extent to which said employee’s work status will be affected by the termination of DACA and whether said employee may be eligible for any employment-based immigrant or non-immigrant visas. Upon request by the Union or an affected employee, the Employer will make all reasonable efforts to sponsor an affected employee for any employment-based immigrant or non-immigrant visas for which they are eligible.
- 9.3.4 Upon written request, an affected employee shall be released for up to seven (7) unpaid working days in order to attend to immigration or citizenship status matters. The Employer may request verification of such absence, as long as such a request does not violate paragraphs (1) and (2).
- 9.3.5 In the event that the Employer is no longer permitted to employ an affected employee, the Employer agrees to treat the affected employee’s separation as a leave of absence for purposes of the employee’s return to work. Specifically, the Employer agrees to reinstate the affected employee to the employee’s former position, if available, without loss of prior seniority upon the employee providing proper work authorization within three (3) years of the date of separation. If the former position is not available, the Employer agrees to reinstate the employee to substantially similar employment or the next available opening for which the employee is qualified and at that position’s salary with no loss of pay.
- 9.3.6 Within thirty (30) days of the signing of this Agreement, the Employer and the Union shall send the following:
 - 9.3.6.1 A joint letter to educators and support staff with resources, such as the *immigrant and refugee children guide for educators and support staff*.
 - 9.3.6.2 A joint letter to students and their families with resources, such as those listed on the weareheretostay.org.
 - 9.3.6.3 Any dispute regarding the meaning, interpretation, or application of this agreement shall be subject to the grievance and arbitration procedure.

9.4 Culturally-Relevant Education

The Union and the Employer shall form a committee to provide a culturally-relevant education to all our students. The committee shall be composed of the Principal and up to three (3)-administrative representatives and no fewer than three (3) and no more than five (5) members identified by the Union delegate. The Employer will provide resources as agreed upon by the committee for this purpose. Materials will be purchased within a reasonable time from the time requested by the committee. Curriculum shall include, where appropriate, information on the contributions of diverse groups, including but not limited to, African-Americans, Latinx, Asian-Americans and other minority groups, including LGBTQIA+, peoples of diverse socio-economic statuses, persons with differing abilities, Women of the World, United States and

World history and literature; labor history; and the struggle for human rights and gender equality in the world and United States past and present.

9.5 Restorative Justice

9.5.1 Relevant School Culture Committee

A standing Relevant School Culture Committee shall be established to study and make recommendations with respect to student discipline, truancy and school safety issues. The committee shall be composed of the Principal and up to three (3) administrative representative—and no fewer than three (3) and no more than five (5) members identified by the Union delegate. The Employer will receive recommendations from the Relevant School Culture Committee to improve the culture and climate of the school in order to implement the Employer’s commitment to Restorative Justice practices, Social Emotional Learning, Safety, and Security to help maximize student attendance.

9.5.2 Potential Resources

The commitment of potential resources for the Relevant School Culture Committee to use for restorative justice may, but is not required to include, without limitation:

- Medical or mental health services available to the school community
- The expansion of after-school programs
- The expansion of facility use for students or the school community
- Social-emotional supports/trauma interventions
- Clinical services and community programming
- Support for Students in Transitional Living Situations (“STLS”) Coordinator, and provision of homelessness services, truancy supports, and a food pantry
- Coordination of City and Park District services

The Employer will annually provide training on Restorative Justice Practices at the direction of the Relevant School Culture Committee.

10. Safety and Security

10.1 Surveillance/Camera Use

Security staff shall be provided with the technology and resources necessary to effectively monitor all security cameras.

10.2 Health & Safety

10.2.1 Environment

The Employer will use its best efforts to ensure that Bargaining unit employees work under safe and healthy working conditions.

10.2.2 Information

Consistent with applicable law, the employer shall be forthcoming with any information that could impact the safety of bargaining unit members.

10.2.3 Student Code of Conduct

The Student Code of Conduct shall be written and provided to all bargaining unit employees. .

10.2.4 Safety and Health Guidelines

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

10.2.4.1 Bargaining unit employees shall have access to the school building to

which they are assigned from two (2) hours before the beginning of their work day through two (2) hours after the end of their work day.

10.2.4.2 The Employer is required by law to develop policies on fire safety, school lockdowns, shelter-in-place, school evacuations and first aid. Bargaining unit employees shall be trained on said policies prior to the first day of student instruction each school year.

10.2.4.3 The Employer shall ensure that all classroom entry points are lockable, and the teacher and other appropriate staff have a key. All classroom doors shall be lockable from the inside of the classroom. All classroom doors with windows shall be furnished with shades on the interior side of the window.

10.2.4.4 The Employer shall disseminate a policy and provide training to newly hired bargaining unit employees concerning their professional and statutory duties as mandated reporters within their first month of employment.

10.2.4.5 No legally unauthorized bargaining unit employee shall be expected to administer medications to students. The administration of medication should be referred to the appropriate school personnel (e.g., the school nurse) as identified by the Principal.

10.2.4.6 The Employer shall ensure that all entry points of all its school buildings are secure.

10.2.4.7 All staff in the building is to be identified with a school ID.

10.2.4.8 The employer shall be responsible for adhering to all CDC, OSHA, and HIPPA guidelines.

11. Diverse Learners

11.1 Workload

11.1.1 In directing the work of a Diverse Learning teacher or paraprofessional, the Employer shall ensure that the Diverse Learning teacher or paraprofessional is not assigned any duties not related to school special education services, unless otherwise agreed to by the Diverse Learning teacher or paraprofessional and the School Administration.

11.1.2 In accordance with Sections 226.730 and 226.735 of the Illinois State Board of Education Rules and Regulations, the Employer shall develop a plan specifying limits on the workload of its Diverse Learning teachers to ensure that all services required under the students' Individualized Educational Programs, as well as all needed ancillary and support services, will be provided at the requisite level of intensity.

11.2 Class Sizes

The maximum number of students with IEPs in a general education classroom shall not exceed 30%. If the number of students with IEPs exceeds that amount, the class shall be assigned an additional teacher or paraprofessional with a substitute license.

11.3 Diverse Learning Teachers

11.3.1 Caseloads

Diverse Learning teachers shall have no more than nineteen (19) students on their caseload. Any bargaining unit member whose caseload exceeds this number shall be compensated with \$750 for up to 5 students each semester.

Diverse Learning teachers must participate in all student, teacher, family conferences/presentations of learning of students they serve. Any work hours within the time period allotted for Parent-Teacher Conferences not scheduled for conferences for Diverse Learning teachers, may be spent on self-directed tasks.

11.3.2 Assignment

To the extent possible, Diverse Learning teachers shall be given their teaching assignments for the following school year at the end of the current school year, with the understanding that assignments may change due to enrollment. In directing the work of a Diverse Learning teacher, the principal shall ensure that the Diverse Learning teacher is not assigned any duties not related to school special education services.

11.3.3 IEP/504 Meetings

If any meeting related to the administration of an IEP or Section 504 plan deprives a Diverse Learning Teacher of a substantial portion of dedicated, self-directed preparation time, the Employer shall offer self-directed preparation time or compensation at the non-instructional rate with Director of Specialized Services pre-approval.

11.3.4 Diverse Learning Teacher Release Time

Upon request, Diverse Learning teachers shall be granted up to four (4) hours per month, except in months with less than 16 work days when less time may be approved, for IEP preparation or collaboration with general education peers focused on curriculum modifications, differentiated instructional strategies, and assessment/progress monitoring to meet the needs of students with IEPs. Release time may be incorporated into professional development time or by dividing the time in smaller increments during the instructional day (for example, early release days, time during staff development days, etc.). The Director of Specialized Services shall decide how the school can best meet this requirement. The Director of Specialized Services shall use substitute teachers to provide release time to Diverse Learning teachers for the purpose of completing IEPs.

11.3.5 Student Discipline

To the extent possible, Diverse Learning teachers shall be informed of and have the opportunity to provide input into all disciplinary decisions regarding students on their caseload.

11.3.6 Intervention Training

Upon request, Diverse Learning teachers and all bargaining unit employees who work with Diverse Learners or other students with severe behavioral issues shall be trained to administer nonviolent physical crisis interventions through programs such as the Crisis Prevention Institute (“CPI”) or Professional Assault Crisis Training (“Pro-ACT”). Epic Academy shall assume the cost of such training.

11.4 Paraprofessionals

Bargaining unit employees who work with students with disabilities shall not be required to exceed caseloads, class sizes, limits on ratios of students with disabilities to general education students and limits on ratios of students with disabilities to teachers and paraprofessionals as required under law.

1. However, paraprofessionals should not be assigned to teach a group of students on their own, except in cases of emergency where they may elect to substitute for a class during times they are not already providing direct support to diverse learners. Paraprofessionals will be paid the sub rate for the course(s) they choose to cover.
2. If a paraprofessional is absent, adequate coverage should be provided when available.
3. Paraprofessionals’ work days shall be the same as teachers’ workdays with respect to duration and lunch breaks. Paraprofessionals shall have a one (1) fifteen (15) minute break daily. Paraprofessionals shall also have one (1) daily break solely for data entry during the school day. The length of time for data entry shall not exceed 15 minutes per school day. The Director of Specialized Services shall determine how much time is needed to ensure paraprofessionals are able to collect sufficient data to effectively progress monitor.

11.5 Accountability

1. Bargaining Unit Members are encouraged to report to Epic Academy when they believe a student is not receiving appropriate special education services. Bargaining Unit Members shall not be subject to any retaliation for making such reports.
2. There shall be a procedure established by EPIC for general education teachers to report when they believe students with IEPs in their class are not receiving all services required at the requisite level of intensity.
3. EPIC will take appropriate efforts to provide services to students with special needs in their native language.-EPIC will take appropriate efforts to provide parent and student communication related to special education compliance and service delivery in their native language.

4. One Diverse Learning teacher and one general education teacher of the student must participate in any IEP/504 team meeting for the full duration of the meeting. Sub coverage must be arranged for three (3) days in advance by administration. Both teachers shall be notified no less than ten (10) student attendance days in advance of the meeting. Any requests for information about a student's performance prior to an IEP/504 team meeting must be sent at least 21 calendar days prior to said meeting. Staff shall have seven (7) calendar days to submit said data.
5. Any staff member listed on a Notice of Conference must be provided notice and invited in no less than ten (10) student attendance days prior to said meeting.
6. There shall be a clear system for identifying and evaluating students with possible special needs that will be maintained by the Director of Specialized Services. Staff must be apprised of this system during the beginning of the year orientation. In order to ensure timely evaluations of students suspected of requiring diverse learner support, staff shall collect MTSS data for up to thirty (30) school days.
7. The employer shall comply with all federal, state, and local laws, regulations and/or rules relevant to having an IEP/504 or otherwise identified as a diverse learner.

12. English Language Learners

12.1 Communication

1. School wide Communications

Any and all school wide communications distributed by Epic Academy shall be composed in both English and Spanish. Requests for translations from Bargaining Unit Members shall be made no less than 7 calendar days prior to the planned date of distribution where feasible.

8. Student Information

Crucial information about English Language Learners (ELLs) shall be distributed to classroom teachers within the first quarter of school. For each Bargaining Unit Member, this information shall include student name, ELL proficiency levels, ACCESS score data, classroom intervention recommendations and a contact person for ELL support.

12.2 Program

Scope

English Language Learners (ELLs) shall receive native language services and support.

Bargaining Unit Members are encouraged to report to Epic Academy when they believe a student is not receiving appropriate English Language services. Bargaining Unit Members shall not be subject to any retaliation for making such reports.

12.3 Bilingual Teachers

Assignment

To the extent possible, Bilingual teachers shall be given their teaching assignments for the following school year at the end of the current school year, with the understanding that assignments may change due to enrollment. In directing the work of a Bilingual teacher, the principal shall ensure that the Bilingual teacher is not assigned any duties not related to bilingual services.

12.4 Bilingual Teacher Release Time

Bilingual teachers shall be granted up to four (4) hours month, except in months where there are less than 16 workdays when less time may be approved, for an assessment/progress monitoring to meet the needs of students with English Language needs. In the event that a Bilingual Teacher is required to take release time to administer assessments or complete paperwork, the principal or another administrator shall work to ensure a substitute teacher.

12.5 Translation Services

12.6 Limits

Parties agree that Bargaining Unit members asked to provide translation services may decline to do so should completion of the service impact the Bargaining Unit member's ability to complete role-related responsibilities. Bargaining Unit Members shall not be subject to any retaliation for declining to provide additional translation services that limit their ability to perform job-related tasks.

1. Compensation

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

13. Student Supports

13.1 Wraparound Services

The Employer shall maintain minimum staffing ratios in compliance with the recommendations of the professional organizations as listed below.

13.1.1 Nurses

EPIC shall provide nursing services for twenty (20) hours per week.

13.1.2 Social Workers

The National Association of School Nurses recommends a social work to student ratio of 1:500

13.2 Health & Wellness Education

The Employer in partnership with the Professional Solutions Committee and will seek and establish community partnerships to provide health and wellness services for staff and students. Nothing shall prevent other labor/managements committees from getting involved in this work.

14. Social Work

14.1 Social Worker Release Time

Social Workers shall be granted a minimum of four (4) per month, except in months with less than 16 workdays when less time may be approved, for collaboration with general education peers focused on curriculum modifications, differentiated instructional strategies, and assessment/progress monitoring to meet the needs of students who receive social work support. Release time may be incorporated into professional development time or by dividing the time into smaller increments during the instructional day (for example, early release days, time during staff development days, etc.). The Director of Social Work Services should decide how the release time will be allocated.

14.2 Student Discipline

To the extent possible, Social Workers shall be informed of and have the opportunity to provide input into all disciplinary decisions regarding students on their caseload.

15. Long-Term Substitutes

The parties agree that it is always preferable to hire employees into the bargaining unit position over using a long-term substitute employees. The Employer will notify the Union on a monthly basis of which positions EPIC Academy has a long-term sub in place. The employer shall state the reasons the long-term substitute has become necessary. For any approved vacancy that remains filled with a long-term substitute, the Employer will continue to post the vacancy and apply the normal hiring process to the vacancy until it is either filled or the vacancy is eliminated.

16. Teacher Evaluations

16.1 Preamble CTU and Epic Academy expect effective teaching in every classroom every day. Effective teaching requires an effective and targeted program of professional development. The evaluation process supports and advances this standard. In order for teachers to continuously improve, the evaluation process requires an environment of trust and collaboration. There may come times in a career, especially as a novice, when a teacher needs extra support to deliver effective teaching consistently. The evaluation process will identify a remediation program of supports for that teacher. Three consecutive remediation plans for a specifically identified problem could be grounds for termination.

16.2 Definitions

- 16.2.1** “Evaluations: means the process of assessing the professional development and performance of teachers and other Bargaining Unit Members. “Evaluation” consists of assessing professional practice and student and school performance.
- 16.2.2** “Formal Observation” means an announced extended classroom visit of 45 minutes or more by a predetermined evaluator and is preceded by a pre-conference and followed by a post conference and formal write up summarizing performance.
- 16.2.3** “Informal Observation” means an unannounced short classroom visit between 10 and 20 minutes followed within five (5) school days by a written report summarizing performance and optional post conference. The evaluator shall put a sign reading “informal observation” on the back of their laptop or clip board. It is the evaluators responsibility to insure that the teacher sees the sign.
- 16.2.4** Informal evaluations are conducted by the evaluator. If information from an informal evaluation is to be used to complete a summative evaluation, feedback shall be provided to the teacher on an informal evaluation form which shall be given to the teacher within two (2) work days after the completion of an informal observation. Teachers shall be allowed to reschedule one informal observation.
- 16.2.5** “Summative Conference” means a final conference that summarized the data collected from all formal and informal observations. This conference includes a performance score of between 1 and 4.
- 16.2.6** “Self Assessment” refers to the teacher's self evaluation of their performance in the evaluation tool. This is done at the beginning of the school year and end of the school year and is to be used as a goal setting tool. The self assessment is not part of the summative evaluation score.

16.3 General Formal and Informal Observation Information

- 16.3.1 Timeline:** The full evaluation process, documents and timeline will be presented to faculty in the fall of each year with a goal date of “no later than” October 15. Observations shall not start until October 15.
- 16.3.2 Evaluation Rubric** The parties agree that the current adapted version of the Danielson model (See Appendix A) will be used during the life of this contract.
- 16.3.3** All Teaching Bargaining Unit Members shall have 1 (one) announced formal observation and 3 (three) unannounced informal observations.
- 16.3.4** “Student and School Performance” means a set of pre-determined metrics-below.
- 16.3.5** All formal observations are scheduled with the teacher and will include a scheduled pre-conference and a scheduled post conference.
- 16.3.6** The evaluator will inform the teacher of the dates of the pre-conference and the formal observation within 5 (five) school days of the pre-conference. The post conference will be scheduled for no more than 7 school days after the formal observation.
- 16.3.7** Informal observations are unannounced and shall include a post conference if the rating from the observation is below proficient or at the teacher’s request. The post conference will be scheduled for no more than 7 school days after the informal observation.

16.3.8 The evaluator shall be a different person than the teacher’s coach. No teacher shall have more than one evaluator in a year unless requested by the teacher or a change in administrative staff.

16.4 Signature

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

16.5 Lesson Plans

16.5.1 All Teaching Bargaining Unit Members are expected to develop weekly lesson plans to guide instruction. Weekly lesson plans shall be submitted timely and in the submission manner as determined by the Employer.

16.5.2 Lesson plans can be reviewed by the content lead and/or coach. Feedback will be provided when applicable.

16.5.3 While weekly lesson plans are to be submitted, a total of four (4) lesson plans will be evaluated by the principal or assistant principal using the adopted evaluation framework which is attached to this Agreement in Appendix A. This includes all lesson plans submitted during formal and informal observations.

16.6 Student and School Performance

16.6.1 The metrics that will be considered in student and school performance are for the students taught by each individual teacher are student survey, attendance rate, average grade in teacher’s courses, and students showing growth on school/teacher created performance tasks.

16.6.2 The four (4) metrics will receive a score of 1 to 4. The metric scores will be averaged together.

| Metric | 4 points | 3 points | 2 points | 1 point |
|--|---------------|-----------------------|-----------------------|-------------------------------------|
| Student Survey (created by the parties) | 5.0 – 4.0 | 3.99 – 3.0 | 2.99 – 2.0 | Lower than 1.99 |
| Attendance Rate** | 90% or higher | Between 89.9% and 75% | Between 74.9% and 65% | Lower than 64.9% and 55% |

| | | | | |
|---|----------------------------------|----------|----------|--------------------|
| Average Grade in the courses of students with better than 75% attendance | 88% or higher | 87.9-78% | 77.9-68% | Lower than -67.9% |
| Percent of students showing growth on school/teacher created performance tasks*** | Or 70% + Students showing growth | 69.9-60% | 59.9-40% | Lower than 39.9-30 |

** Students whose overall attendance rate is less than 60% are not included in the data.

*** Assessments created by the teacher and administration jointly. Administered by November 1 and May 1.

Summative Evaluation Ratings

Teachers' summative rating is a scale of 1-4 and is calculated using the following weights

- Formal Observation 40%
- Informal Observations 40%
- Lesson Plans 5%
- Student and School Performance = 15%

- A rating of 3.45 or above will result in a distinguished rating.
- An average of 2.55 to 3.44 will result in a proficient rating.
- An average of 1.70 to 2.54 will result in a basic rating.
- An average of 1.69 or below will result in an unsatisfactory rating

16.6.3 An annual Summative Evaluation Conference occurs no later than May 15th of the school year with the school and student performance as a projected score subject to final data. At this conference, the teacher and the evaluator (principal or assistant principal) will review performance and feedback for the year. The teacher will be presented with the Summative Evaluation and both the teacher and evaluator will sign and date the document. The form will be placed in the teacher's personnel file.

16.7 Retention of Teachers Bargaining Unit Members

16.7.1 Any bargaining unit member with a professional practice total summative rating of "Unsatisfactory" will be put in a remediation plan.

16.7.2 Any teacher with a professional practice total summative rating of "Basic" will be put on a remediation plan.

16.8 Remediation Plan

16.8.1 Placement: After the first formal observation summative rating, a teacher who is rated on a summative evaluation total as basic or unsatisfactory shall be placed on a remediation plan. This plan

shall be developed by the teacher, their coach and the evaluator. The teacher may request union representation

16.8.2 Plan Length and Observations: The remediation period shall be six (6) work weeks in length; such length may be extended by the principal. The teacher in remediation shall be formally observed at least once during the remediation period and up to five (5) informal observations during the remediation period. The normal formal and information observation process as set forth above in this Article shall be used for observations during a remediation period. There shall be no more than one informal evaluation per week during the remediation period.

16.8.3 Recommendations: At the end of the remediation period, the remediated teacher shall receive a summative evaluation based on observation data. If at the end of the remediation period the teacher does not meet the objectives set forth in the remediation plan, as indicated in the summative evaluation, the teacher shall be deemed to have not remediated and shall be subject to one additional remediation period. Employees who receive a total summative rating of unsatisfactory after two consecutive remediation periods shall be subject to termination. Employees who have a total summative rating of basic and have not shown improvement after two rounds of remediation in the same subdomains shall be subject to terminations.

16.9 Failure to Properly Evaluate. If the Employer fails to follow the process in this section, the teacher shall be rated at their previous evaluation rating.

17. Non-Teaching Staff Evaluation.

The parties agree that the expectation of all professionals should receive 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.

18. Provisional Period

The employment of bargaining unit teaching staff employees in their first year of employment at EPIC Academy shall be provisional. Epic Academy can extend this provisional period for an additional year for first year teachers at Epic Academy if it deems appropriate with documented reasons. All other Bargaining unit members shall have a provisional period of 30 calendar days. Any bargaining unit members may be released from employment during the provisional period without cause and at the sole discretion of EPIC Academy. EPIC Academy will provide written notice to the provisional employees whose employment EPIC Academy has decided not to renew for the following school year by May 20 each year, copying the Union. In the event EPIC Academy determines that it is appropriate to extend an employee's provisional period for an additional year, it will provide the employee and Union the written basis for the decision by May 20.

19. Seniority

19.1.1 Definition

"Seniority" is defined as the amount of continuous service with the Employer beginning with the latest date of hire.

19.1.2 Reinstatement

If an employee is laid off, and subsequently is rehired by the Employer in under one (1) school years of the termination of their previous employment, their original seniority date will be restored.

19.2 Filling of Vacancies

19.2.1 Posting

Except in an emergency, whenever the Employer intends to fill a job vacancy for a bargaining unit position as defined below, a notice of such vacancy shall be sent by email to all bargaining unit members, including to the chairperson of the union council. Except in an emergency, the vacant position shall be filled no sooner than ten (10) days after the email notification is sent, except as otherwise allowed by this Article. The vacancy notice shall set forth the required knowledge, skills, ability, rate of pay or pay grade, work location, hours and days off, job description, and any other requirements for the job. If bargaining unit members apply for bargaining unit job vacancy, the Employer must interview all qualified bargaining unit member applicants, provided the number of bargaining unit applicants for the vacancy is three (3) or fewer. If more than three (3) bargaining unit members apply for a job vacancy, the Employer must interview at least three (3) qualified bargaining unit member applicants. The Employer shall not post the vacancy externally until after it has been posted internally for ten (10) days and bargaining unit member applicants have been interviewed in accordance with this Article.

Mid-year bargaining unit teaching vacancies may be filled in under ten (10).

19.2.2 Definition of Vacancy

A job vacancy exists when the Employer determines to increase the work force and to fill the new bargaining unit position(s) and/or when any of the following personnel transactions take place and the Employer determines to replace the previous incumbent: terminations, transfers, promotions, demotions, and related transactions for bargaining unit positions.

19.2.3 Temporary Vacancies

Temporary vacancies are defined as bargaining unit job vacancies that may periodically develop in any job classification that do not exceed ninety (90) days. Job openings that recur on a regular basis and/or that remain open more than ninety (90) days at a time shall not be considered temporary job openings.

19.2.4 Selection

Consistent with the parameters set forth in Section 14.2.1, EPIC Academy will accept applications from qualified bargaining unit members for bargaining unit vacancies and interview up to three qualified bargaining unit member applicants. EPIC Academy reserves the right to hire the applicant it deems best qualified for the vacancy.

19.3 Post-Employment Inquiries

Nothing shall prevent bargaining unit employees from giving letters of recommendation or references to current or former colleagues, provided it is clear that said letters of recommendation or references are being made in the employee's personal capacity and not on behalf of EPIC Academy.

19.4 Practicums and Student Teaching

The employer shall accommodate bargaining unit members' in the completion of their education responsibilities such as student teaching, observation hours, and clinical internships. Provided that the parties understand that these opportunities shall not interfere with the employee's regular duties and responsibilities at EPIC Academy. Any payment from alternative teacher certification programs or other cooperating programs shall go to the teacher cooperating with a student teacher. There shall be no cost to the employer.

19.5 Outside Professional Development

Bargaining unit members shall be permitted up to two (2) paid professional development days to attend meetings, conferences, and other educational sessions that provide training and ideas helpful to the development or operation of the schools. Employees must get approval by the Principal at least one week in advance of the proposed professional development. The employer will pay costs associated with the outside professional development up to \$250. Paid professional development days are a gift from EPIC Academy, and are not to be treated as wages. Professional development days do not accrue and cannot be carried over from year to year. EPIC Academy will not pay for unused professional development days.

20. Layoff & Recall

20.1 Procedure

Should layoffs be necessary for teachers, the employer shall identify the subject area in which a layoff is necessary and within the identified subject area, order of layoff shall be:

First: All contract teachers and long-term subs in the order determined by the Employer.

Second: Probationary teachers in the order to be determined by the Employer.

Third: teachers rated less than proficient and then anyone rated proficient or better in the subject matter targeted for layoff shall be laid off in reverse order of seniority.

If it becomes necessary to layoff non teachers, first any contract employees shall be laid off, then if further layoff is necessary, it shall be in reverse order of seniority.

An employee subject to layoff shall be able to exercise their seniority for the following options in lieu of layoff, provided that the employee is qualified for the position:

- a.** To fill a bargaining unit vacancy for which the employee subject to the layoff is qualified.
- b.** To displace a contract employee or an employee with less seniority in the same job title.
- c.** To displace an employee with less seniority in a different job title for which they are qualified.

An employee subject to displacement by the above procedure shall be considered subject to layoff and shall have the right to exercise the same options. Displaced employees with no further rights under subparagraphs a., b., and c. above shall be considered laid off.

An employee who has been laid off shall have the right to exercise their seniority to fill a vacancy provided the employee is qualified for the position, and shall have the right to refuse such vacancies without losing recall rights. The Employer shall inform laid off employees of such vacancies.

20.2 Recall

A bargaining unit employee who has been laid off shall be entitled to recall to a bargaining unit vacancy at EPIC Academy for a period of one (1) year from the date of layoff, provided that a vacancy that they are qualified for is created at such a school. Laid off bargaining unit employees shall be recalled in inverse order of layoff.

20.3 Notice

For mid-year and mid-summer layoffs, the Employer shall notify the Union forty-five (45) calendar days prior to the effective date of any layoff, shall seek the Union's views on the matter prior to taking action, and shall observe its impact bargaining obligations. Employees subject to layoff shall be given thirty (30) calendar days' notice by the Employer prior to the effective date of the layoff. For layoffs that will be effective the following school year which the Employer knows about prior to the end of the school year, the Employer shall notify the Union and Employee of the layoff no later than the last day of the school year.

20.4 Classification Defined

Classification" shall be defined as the job title and/or area of certification or qualification for a bargaining unit position.

21. Leaves

21.1 Paid Time Off

Bargaining unit employees shall be granted ten (10) Paid Time Off ("PTO") days per year for the first four years of employment. Every four (4) years thereafter, up to twenty years they will earn an additional two (2) PTO days (i.e., employees with four (4) years of employment at EPIC will earn up to 12 PTO days; employees with eight (8) years of employment at EPIC will earn up to 14 PTO days; employees with twelve (12) years of employment at EPIC will earn up to 16 PTO days; employees with sixteen years of employment at EPIC will earn up to 18 PTO days; and employees with twenty years of employment at EPIC will earn up to 20 PTO days). Bargaining unit employees receive four days on October 1 and earn up to an additional two days per month up to your maximum for the year based on your years of service. Bargaining unit employees may have their unused PTO time reported to the CTPF for creditable years of service at the end of each year or roll over a maximum of five unused PTO days for future use, or receive a payout of unused PTO days at \$150 per day (\$18.75 per hour) at the end of each school year. Employees shall be allowed to roll over no more than five (5) days per year, but at no point shall an employee have more than twenty (20) PTO days available in a year. Employees hired after April 1 do not accrue any days of PTO for that school year. Bargaining unit employees shall not use PTO on blackout days set forth unless approved. The blackout days are:

- Report Card Pickup Day
- First week of Student Attendance
- Intensives Week
- First and Last Day of the Quarter
- Student Lead Conferences
- All professional development days
- The day before or the day after the holiday

Bargaining unit members may utilize their PTO days for any reason absent from work. The Employer shall not require an employee to disclose the purpose for taking PTO days. Employees shall notify the employer before utilizing PTO day(s) as far in advance as possible, but in cases of emergency, no later than 6:00 a.m. on the date the PTO is needed.

21.2 Family Leave

Bargaining unit members with less than one year of seniority shall be granted fifteen (15) days paid work days for maternity/paternity/adoption leave.

21.3 Jury Duty

Employees are expected to notify the Employer as soon as they are notified of upcoming jury duty assignments. Employees will be excused from work with no change in pay or benefits. Upon return to work, employees must sign their pay check from jury duty over to EPIC.

21.4 Religious Leave

All employees are eligible for up to five (5) unpaid religious leave days in the event that a religious holiday falls on a school day. Employees may elect to use their available PTO time on religious leave days. Staff is still expected to notify the Employer as far in advance as possible.

21.5 Bereavement Leave

In case of a death in a bargaining unit employee's immediate family, Epic will allow five (5) paid days off. "Immediate family" includes, but in recognition of non-traditional family structures, shall not be limited to spouse, domestic partner, partner to a civil union, child, step-child, parent, step-parent, grandparent, grandchild, sibling, step-sibling, half-sibling, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law.

Bereavement leave pay will only be paid to employees for actual time spent away from work. Bereavement is not a benefit and is not to be treated as wages. Employees do not accrue bereavement leave and will not be paid for unused bereavement leave.

21.6 Short-Term Disability

There shall be no change in Long Term or Short Term Disability benefits except by mutual agreement of the parties or to comply with Article 7. Employees on short-term disability leave may continue their employee benefits [e.g., health, dental, life, or 403(b)] on the same terms as if they were actively employed. Deductions shall be made from short-term disability payments for those benefits.

There shall be no change in Life Insurance benefits except by mutual agreement of the parties or to comply with Article 7.

21.7 Military Reserves or National Guard Leave

Employees who serve in U. S. military organizations or state militia groups may take the necessary time off without pay to fulfill this obligation, and will retain all of their legal rights for continued employment under the Uniformed Services Employment and Reemployment Rights Act (USERRA) and other applicable laws.

22. Grievance Procedure

Introduction

The Parties are committed to ensuring that any conflicts result in productive outcomes that benefit students, employees, the school, and the communities it serves. As such, the Parties will use the following procedure to resolve grievances.

Definition of Grievance

A grievance is a complaint that there has been a violation, misinterpretation or misapplication of any provisions of this Agreement, or an employer policy.

Representation

Employees shall have the right to have Union representation at all stages of the grievance procedure described below. Employees shall also have the right to file their own grievances, provided the Union is afforded the opportunity to represent the employees and receives written notice of all documents exchanged during processing of the grievance. Further, only the Union may appeal a grievance to arbitration at Step 3.

Informal Resolution

The Parties prioritize the resolution of conflict in an informal, expedited manner. Accordingly, the Parties shall make a good-faith effort to resolve any conflict in an informal manner through discussions between the employee(s) and/or union designee with the appropriate member of the administration. The parties agree that the informal resolution shall not toll the time limits set forth below.

Formal Resolution

Step 1

In the event the conflict is not resolved informally, the Union or employee shall submit a grievance in writing to the Principal within twenty-one (21) days of the event or when the grievant reasonably should have become aware of the event giving rise to the grievance, but no more than 60 days after the event giving rise to the grievance occurred. A concise, written summary of the grievance shall be submitted, detailing the complaint, along with any supporting documents or materials. A conference with the Principal shall take place within seven (7) calendar days of the filing of the written grievance at Step 1. The Principal's written response to the grievance shall be provided to the employee, copying the Union, within seven (7) calendar days of the Step 1 conference unless the parties agree in writing to an extension of time for the principal meeting or response.

Step 2

If the grievance is not resolved, the Union or employee may appeal in writing to the Executive Director, or their designee, within fourteen (14) calendar days after receipt of the Principal'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 their 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 Principal, or their designee, to the grievance shall be provided to the employee within seven (7) calendar days of the Step 2 conference. Grievances concerning discipline may be initiated at Step 2, unless otherwise agreed by the parties.

Step 3

If the grievance is not resolved, the Union shall notify the Employer in writing of its demand for arbitration within twenty-one (21) calendar days after receipt of the Principal's or their designees, written response at Step 2. The Parties shall mutually select an arbitrator within seven (7) calendar days after receipt of the Principal's, or their designees, written response at Step 2. If the Parties fail to agree on the selection of an arbitrator within seven (7) calendar days, the Parties agree to request a panel of arbitrators from the Federal Mediation and Conciliation Service. The order of striking arbitrators shall be determined by lot. The arbitrator's decision shall be final and binding upon the Parties. The cost of the arbitrator's services and the FMCS's services, and any other costs, excluding attorneys' fees, shall be borne equally by the Parties. If the parties mutually request a hearing transcript, they shall equally share the cost of preparing the transcript. Otherwise, the party ordering the transcript shall pay the entire cost. The parties shall split the cost of a copy of the transcript 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.

Initiation at a Higher Step

The Union may initiate regarding payroll errors at step 2 of the grievance procedure.

Investigation of Grievances

The Employer shall allow the Union delegate or their designee a reasonable period of time during the school day without loss of pay to investigate grievances. Prior to the initial conference and upon the request of the Union delegate or their designee, the Employer shall 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 Employer's actions, and shall supplement this production in a timely fashion if additional

documents become available. The Union President or their 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 the Employer's attention.

Failure to Respond

Failure on the part of the Employer at any step of this procedure to communicate a decision concerning a grievance within the specified time shall permit it to be advanced to the next higher step. Additional time at a specified step of this procedure may be granted by mutual agreement between the parties.

23. Employee Discipline

23.1 Just Cause

No employee may be disciplined without just cause.

23.2 Progressive Discipline Defined

The parties embrace the concept of progressive discipline and corrective discipline for bargaining unit employees. The use of progressive discipline is intended to be corrective, not punitive. Progressive discipline is a systematic approach to correct unwanted behavior and deter its occurrence by administering disciplinary actions based upon various factors, including but not limited to: (a) the seriousness of the misconduct; (b) the number of times it has occurred; (c) prior acts of misconduct; (d) the employee's work history; and (e) the totality of the circumstances. Toward that end, the following disciplinary process and forms of discipline shall be used for all bargaining unit members.

23.3 Steps

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

1. First Written Warning
2. Second Written Warning
3. Final Written Warning in Lieu of Suspension
4. Dismissal

Any written notice of discipline shall include the following:

- a. A section labeled "employee comments."
- b. A section labeled "next steps," intended to contain remedial actions to improve the bargaining unit member's conduct. The Employer has the final decision on the contents and implementation of the remedial actions, which shall not result in the bargaining unit member incurring any costs. The Employer shall make a good faith effort to implement such remedial actions.

23.4 Progression of Discipline

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

Discipline shall advance from one step to the next if the employee engages in the same unwanted behavior within eighteen (18) months of the previous disciplinary action. Disciplinary action more than eighteen (18) months year old may not be used for disciplinary purposes unless an employee has advanced to a subsequent disciplinary step during the year.

23.5 Procedures for Progressive Discipline

For Steps 1 through 4, the aforementioned notice shall be provided in writing, copying the Union; and the aforementioned opportunity to respond shall take place at a pre-discipline meeting scheduled in the written pre-discipline meeting notice. A pre-discipline meeting will not necessarily result in discipline. The Principal or Vice Principal shall administer all steps of the discipline procedure through Step 3.

The Principal shall administer Step 4 of the discipline procedure. The Employer shall provide the bargaining unit employee and the Union with the pre-discipline meeting notice at least forty-eight (48) hours in advance of the pre-discipline meeting. The pre-discipline meeting notice will include a description of the allegation(s) giving rise to the meeting, along with any evidence upon which the employer may rely to support the allegation(s). The pre-discipline meeting can be rescheduled once at the request of either Party.

Within fourteen calendar (14) days of the pre-discipline meeting, the Principal or Vice Principal, or the Principal in cases of dismissal, shall issue a written notice, copying the Union, regarding what disciplinary action, if any, s/he has decided to take. Extensions can be made upon mutual agreement of both parties.

In cases of severe misconduct where immediate removal is necessary, the Union will be notified as soon as possible.

23.6 Union Representation and Notices to Employee and Union

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

23.7 Professional Administration of Disciplinary Policies and Procedures

In all steps of progressive discipline, all persons shall treat the others with dignity and respect. The Executive Director/Head of School/Principals, assistant principals, and other supervisory personnel shall not reprimand a teacher or other bargaining unit employee in the presence of their colleagues, other teachers, bargaining unit employees, students or parents. Reprimands and criticism shall be made only in a place ensuring privacy.

23.8 Anonymous Complaints

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

23.9 Stale Discipline

Notwithstanding the provisions of sections 2 and 3 above, the Employer shall not rely on active employees' records of disciplinary action for any labor relations purposes eighteen (18) months after the issuance of the disciplinary action, provided that nothing in this Section shall be construed to prevent or limit a Principal from relying on or viewing any disciplinary records of former employees seeking to be rehired as employees of the Employer.

24. Preservation of Agreement

24.1 No Strikes/No Lockouts

During the Term of this Agreement, the Parties agree that the Bargaining Unit Members shall not engage in a strike or other work stoppage, and the Employer agrees that it shall not lock out the Bargaining Unit Members.

24.2 Savings Clause

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

24.3 Successor Clause

The Employer will not sell, transfer, assign or otherwise divert the assets, ownership or operation of the school, or portion thereof, to any person or entity that does not agree to hire all of the employees covered by this Agreement and to honor the terms and conditions of this Agreement. This Agreement shall further be binding upon any entity that acquires the assets or operations of the Employer through purchase, merger or other action. The acquiring entity shall be informed regarding the existence of this Agreement and shall consent to be bound, and to hire the employees covered under this Agreement, no less than ten (10) days prior to the acquisition. The Union shall be given no less than twenty (20) days prior written notice of any action described in this paragraph. Upon acquisition or transfer of Employer to another organization a copy of each employee’s personnel file shall be provided to the employee.

 President

June 15, 2021

Chicago Teachers Union Local 1

Date

 Executive Director

July 17, 2021

Epic Academy

Date

EXHIBIT A

Evidence of Teaching

Domain 1: Planning and Preparation

| Component | Unsatisfactory | Basic | Proficient | Distinguished |
|--|---|--|--|---|
| 1a. Demonstrating Knowledge of Content And Pedagogy | In planning and practice, the teacher makes content errors or does not correct errors made by students. The teacher displays little understanding of prerequisite knowledge important to student learning of the content. The teacher displays little or no understanding of the range of pedagogical approaches suitable to student learning of the content. | The teacher is familiar with the important concepts in the discipline but displays a lack of awareness of how these concepts relate to one another. The teacher indicates some awareness of prerequisite learning, although such knowledge may be inaccurate or incomplete. The teacher's plans and practice reflect a limited range of pedagogical approaches to the discipline or to the students. | The teacher displays solid knowledge of the important concepts in the discipline and how these relate to one another. The teacher demonstrates accurate understanding of prerequisite relationships among topics. The teacher's plans and practice reflect familiarity with a wide range of effective pedagogical approaches in the subject. | The teacher displays extensive knowledge of the important concepts in the discipline and how these relate both to one another and to other disciplines. The teacher demonstrates understanding of prerequisite relationships among topics and concepts and understands the link to necessary cognitive structures that ensure student understanding. The teacher's plans and practice reflect familiarity with a wide range of effective pedagogical approaches in the discipline and the ability to anticipate student misconceptions. |

| Component | Unsatisfactory | Basic | Proficient | Distinguished |
|--|--|---|---|--|
| 1b. Demonstrating Knowledge of Students | The teacher displays minimal understanding of how students learn—and little knowledge of their varied approaches to learning, knowledge and skills, special needs, and interests and cultural heritages—and does not indicate that such knowledge is valuable. | The teacher displays generally accurate knowledge of how students learn and of their varied approaches to learning, knowledge and skills, special needs, and interests and cultural heritages, yet may apply this knowledge not to individual students but to the class as a whole. | The teacher understands the active nature of student learning and attains information about levels of development for groups of students. The teacher also purposefully acquires knowledge from several sources about groups of students' varied approaches to learning, knowledge and skills, special needs, and interests and cultural heritages. | The teacher understands the active nature of student learning and acquires information about levels of development for individual students. The teacher also systematically acquires knowledge from several sources about individual students' varied approaches to learning, knowledge and skills, special needs, and interests and cultural heritages. |

Evidence:

| Component | Unsatisfactory | Basic | Proficient | Distinguished |
|------------|----------------------------|------------------------------------|----------------------------------|-----------------------------------|
| 1c. | The outcomes represent low | Outcomes represent moderately high | Most outcomes represent rigorous | All outcomes represent high-level |

| | | | | |
|---------------------------------------|---|--|---|--|
| Setting Instructional Outcomes | expectations for students and lack of rigor, and not all of these outcomes reflect important learning in the discipline. They are stated as student activities, rather than as outcomes for learning. Outcomes reflect only one type of learning and only one discipline or strand and are suitable for only some students. | expectations and rigor. Some reflect important learning in the discipline and consist of a combination of outcomes and activities. Outcomes reflect several types of learning, but the teacher has made no effort at coordination or integration. Outcomes, based on global assessments of student learning, are suitable for most of the students in the class. | and important learning in the discipline and are clear, are written in the form of student learning, and suggest viable methods of assessment. Outcomes reflect several different types of learning and opportunities for coordination, and they are differentiated, in whatever way is needed, for different groups of students. | learning in the discipline. They are clear, are written in the form of student learning, and permit viable methods of assessment. Outcomes reflect several different types of learning and, where appropriate, represent both coordination and integration. Outcomes are differentiated, in whatever way is needed, for individual students. |
|---------------------------------------|---|--|---|--|

| Component | Unsatisfactory | Basic | Proficient | Distinguished |
|---|---|---|---|---|
| 1d. Demonstrating Knowledge of Resources | The teacher is unaware of resources to assist student learning beyond materials provided by the school or district, nor is the teacher aware of resources for expanding one's own professional skill. | The teacher displays some awareness of resources beyond those provided by the school or district for classroom use and for extending one's professional skill but does not seek to expand this knowledge. | The teacher displays awareness of resources beyond those provided by the school or district, including those on the Internet, for classroom use and for extending one's professional skill, and seeks out such resources. | The teacher's knowledge of resources for classroom use and for extending one's professional skill is extensive, including those available through the school or district, in the community, through professional organizations and universities, and on the Internet. |

| Component | Unsatisfactory | Basic | Proficient | Distinguished |
|---|---|---|--|---|
| 1e. Designing Coherent Instruction | Learning activities are poorly aligned with the instructional outcomes, do not follow an organized progression, are not designed to engage students in active intellectual activity, and have unrealistic time allocations. Instructional groups are not suitable to the activities and offer no variety. | Some of the learning activities and materials are aligned with the instructional outcomes and represent moderate cognitive challenge, but with no differentiation for different students. Instructional groups partially support the activities, with some variety. The lesson or unit has a recognizable structure; but the progression of activities is uneven, with only some reasonable time allocations. | Most of the learning activities are aligned with the instructional outcomes and follow an organized progression suitable to groups of students. The learning activities have reasonable time allocations; they represent significant cognitive challenge, with some differentiation for different groups of students and varied use of instructional groups. | The sequence of learning activities follows a coherent sequence, is aligned to instructional goals, and is designed to engage students in high-level cognitive activity. These are appropriately differentiated for individual learners. Instructional groups are varied appropriately, with some opportunity for student choice. |

| Component | Unsatisfactory | Basic | Proficient | Distinguished |
|------------|-------------------------------|-------------------------------------|------------------------------------|------------------------------------|
| 1f. | Assessment procedures are not | Assessment procedures are partially | All the instructional outcomes may | All the instructional outcomes may |

| | | | | |
|--------------------------------------|---|---|--|---|
| Designing Student Assessments | congruent with instructional outcomes and lack criteria by which student performance will be assessed. The teacher has no plan to incorporate formative assessment in the lesson or unit. | congruent with instructional outcomes. Assessment criteria and standards have been developed, but they are not clear. The teacher's approach to using formative assessment is rudimentary, including only some of the instructional outcomes. | be assessed by the proposed assessment plan; assessment methodologies may have been adapted for groups of students. Assessment criteria and standards are clear. The teacher has a well-developed strategy for using formative assessment and has designed particular approaches to be used. | be assessed by the proposed assessment plan, with clear criteria for assessing student work. The plan contains evidence of student contribution to its development. Assessment methodologies have been adapted for individual students as the need has arisen. The approach to using formative assessment is well designed and includes student as well as teacher use of the assessment information. |
|--------------------------------------|---|---|--|---|

Domain 2: The Classroom Environment

| Component | Unsatisfactory | Basic | Proficient | Distinguished |
|---|---|---|--|--|
| 2a. Creating an Environment of Respect and Rapport | Patterns of classroom interactions, both between teacher and students and among students, are mostly negative, inappropriate, or insensitive to students' ages, cultural backgrounds, and developmental levels. Student interactions are characterized by sarcasm, put-downs, or conflict. The teacher does not deal with disrespectful behavior. | Patterns of classroom interactions, both between teacher and students and among students, are generally appropriate but may reflect occasional inconsistencies, favoritism, and disregard for students' ages, cultures, and developmental levels. Students rarely demonstrate disrespect for one another. The teacher attempts to respond to disrespectful behavior, with uneven results. The net result of the interactions is neutral, conveying neither warmth nor conflict. | . Teacher-student interactions are friendly and demonstrate general caring and respect. Such interactions are appropriate to the ages, cultures, and developmental levels of the students. Interactions among students are generally polite and respectful, and students exhibit respect for the teacher. The teacher responds successfully to disrespectful behavior among students. The net result of the interactions is polite, respectful, and business-like, though students may be somewhat cautious about taking intellectual risks. | . Classroom interactions between the teacher and students and among students are highly respectful, reflecting genuine warmth, caring, and sensitivity to students as individuals. Students exhibit respect for the teacher and contribute to high levels of civility among all members of the class. The net result is an environment where all students feel valued and are comfortable taking intellectual risks. |

| Component | Unsatisfactory | Basic | Proficient | Distinguished |
|--|---|---|--|--|
| 2b. Establishing a Culture for Learning | The classroom culture is characterized by a lack of teacher or student commitment to learning, and/ or little or no investment of student energy in the task at hand. Hard work and the precise use of language are not expected or valued. Medium to low expectations for student achievement are the norm, with high expectations for learning reserved for only one or two students. | The classroom culture is characterized by little commitment to learning by the teacher or students. The teacher appears to be only “going through ^(SEP) the motions,” and students indicate that they are interested in the completion of a task rather than the quality of the work. The teacher conveys that student success is the result of natural ability rather than hard work, and refers only in passing to the precise use of language. High expectations for learning are reserved for those students thought to have a natural aptitude for the subject. | The classroom culture is a place where learning is valued by all; high expectations for both learning and hard work are the norm for most students. Students understand their role as learners and consistently expend effort to learn. Classroom interactions support learning, hard work, and the precise use of language. | The classroom culture is a cognitively busy place, characterized by a shared belief in the importance of learning. The teacher conveys high expectations for learning for all students and insists on hard work; students assume responsibility for high quality by initiating improvements, making revisions, adding detail, and/or assisting peers in their precise use of language. |

| Component | Unsatisfactory | Basic | Proficient | Distinguished |
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| 2c. Managing Classroom Procedures | Much instructional time is lost due to inefficient classroom routines and procedures. There is little or no evidence of the teacher’s management ^(SEP) of instructional groups and transitions and/or handling of materials and supplies effectively. There is little evidence that students know or follow established routines, or that volunteers and paraprofessionals have clearly defined tasks. | Some instructional time is lost due to partially effective classroom routines and procedures. The teacher’s management of instructional groups and transitions, or handling of materials and supplies, or both, are inconsistent, leading to some disruption of learning. With regular guidance and prompting, students follow established routines, and volunteers and paraprofessionals perform their duties. | There is little loss of instructional time due to effective classroom routines and procedures. ^(SEP) The teacher’s management of instructional groups and transitions, or handling of materials and supplies, or both, are consistently successful. With minimal guidance and prompting, students follow established classroom routines, and volunteers and paraprofessionals contribute to the class. | Instructional time is maximized due to efficient and seamless classroom routines and procedures. Students take initiative in the management of instructional groups and transitions, and/or the handling of materials and supplies. Routines are well understood and may be initiated by students. Volunteers and paraprofessionals make an independent contribution to the class. |

| Component | Unsatisfactory | Basic | Proficient | Distinguished |
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| 2d. Managing Student Behavior | There appear to be no established standards of conduct, or students challenge them. There is little or no teacher monitoring of student | Standards of conduct appear to have been established, but their implementation is inconsistent. The teacher tries, with uneven results, to | Student behavior is generally appropriate. The teacher monitors student behavior against established standards of conduct. Teacher | Student behavior is entirely appropriate. Students take an active role in monitoring their own behavior and/or that of other |

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| | behavior, and response to students' misbehavior is repressive or disrespectful of student dignity. | monitor student behavior and respond to student misbehavior. | response to student misbehavior is consistent, proportionate, and respectful to students and is effective. | students against standards of conduct. Teacher monitoring of student behavior is subtle and preventive. The teacher's response to student misbehavior is sensitive to individual student needs and respects students' dignity. |
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Domain 3: Instruction

| Component | Unsatisfactory | Basic | Proficient | Distinguished |
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| 3a. Communicating With Students | The instructional purpose of the lesson is unclear to students, and the directions and procedures are confusing. The teacher's explanation of the content contains major errors and does not include any explanation of strategies students might use. The teacher's spoken or written language contains errors of grammar or syntax. The teacher's academic vocabulary is inappropriate, vague, or used incorrectly, leaving students confused. | The teacher's attempt to explain the instructional purpose has only limited success, and/or directions and procedures must be clarified after initial student confusion. The teacher's explanation of the content may contain minor errors; some portions are clear, others difficult to follow. The teacher's explanation does not invite students to engage intellectually or to understand strategies they might use when working independently. The teacher's spoken language is correct but uses vocabulary that is either limited or not fully appropriate to the students' ages or backgrounds. The teacher rarely takes opportunities to explain academic vocabulary. | The instructional purpose of the lesson is clearly communicated to students, including where it is situated within broader learning; directions and procedures are explained clearly and may be modeled. The teacher's explanation of content is scaffolded, clear, and accurate and connects with students' knowledge and experience. During the explanation of content, the teacher focuses, as appropriate, on strategies students can use when working independently and invites student intellectual engagement. The teacher's spoken and written language is clear and correct and is suitable to students' ages and interests. The teacher's use of academic vocabulary is precise and serves to extend student understanding. | The teacher links the instructional purpose of the lesson to the larger curriculum; the directions and procedures are clear and anticipate possible student misunderstanding. The teacher's explanation of content is thorough and clear, developing conceptual understanding through clear scaffolding and connecting with students' interests. Students contribute to extending the content by explaining concepts to their classmates and suggesting strategies that might be used. The teacher's spoken and written language is expressive, and the teacher finds opportunities to extend students' vocabularies, both within the discipline and for more general use. Students contribute to the correct use of academic vocabulary. |

| Component | Unsatisfactory | Basic | Proficient | Distinguished |
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| 3b. Using Question and Discussion Techniques | The teacher's questions are of low cognitive challenge, with single correct responses, and are asked in rapid succession. Interaction | The teacher's questions lead students through a single path of inquiry, with answers seemingly determined in advance. Alternatively, the teacher | While the teacher may use some low-level questions, he poses questions designed to promote student thinking and understanding. The | The teacher uses a variety or series of questions or prompts to challenge students cognitively, advance high-level thinking and discourse, and |

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| | between the teacher and students is predominantly recitation style, with the teacher mediating all questions and answers; the teacher accepts all contributions without asking students to explain their reasoning. Only a few students participate in the discussion. | attempts to ask some questions designed to engage students in thinking, but only a few students ^[1] _[SEP] are involved. The teacher attempts to engage all students in the discussion, to encourage them ^[1] _[SEP] to respond to one another, and to explain their thinking, with uneven results. | teacher creates a genuine discussion among students, providing adequate time for students to respond and stepping aside when doing so is appropriate. The teacher challenges students to justify their thinking and successfully engages most students in the discussion, employing a range of strategies to ensure that most students are heard. | promote metacognition. Students formulate many questions, initiate topics, challenge one another's thinking, and make unsolicited contributions. Students themselves ensure that all voices are heard in the discussion. |
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| Component | Unsatisfactory | Basic | Proficient | Distinguished |
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| 3c. Engaging Students in Learning | The learning tasks/activities, materials, and resources are poorly aligned with the instructional outcomes, or require only rote responses, with only one approach possible. The groupings of students are unsuitable to the activities. The lesson has no clearly defined structure, or the pace of the lesson is too slow or rushed. | The learning tasks and activities are partially aligned with the instructional outcomes but require only minimal thinking by students and little opportunity for them to explain their thinking, allowing most students to be passive or merely compliant. The groupings of students are moderately suitable to the activities. The lesson has a recognizable structure; however, the pacing of the lesson may not provide students the time needed to be intellectually engaged or may be so slow that many students have a considerable amount of "downtime." | The learning tasks and activities are fully aligned with the instructional outcomes and are designed to challenge student thinking, inviting students to make their thinking visible. This technique results in active intellectual engagement by most students with important and challenging content and with teacher scaffolding to support that engagement. The groupings of students are suitable to the activities. The lesson has a clearly defined structure, and the pacing of the lesson is appropriate, providing most students the time needed to be intellectually engaged. | Virtually all students are intellectually engaged ^[1] _[SEP] in challenging content through well-designed learning tasks and activities that require complex thinking by students. The teacher provides suitable scaffolding and challenges students to explain ^[1] _[SEP] their thinking. There is evidence of some student initiation of inquiry and student contributions to ^[1] _[SEP] the exploration of important content; students may serve as resources for one another. The lesson has ^[1] _[SEP] a clearly defined structure, and the pacing of the lesson provides students the time needed not only to intellectually engage with and reflect upon their learning but also to consolidate their understanding. |

| Component | Unsatisfactory | Basic | Proficient | Distinguished |
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| 3d. Using Assessment in Instruction | Students do not appear to be aware of the assessment criteria, and there is little or no monitoring of student learning; feedback is absent or of poor | Students appear to be only partially aware of the assessment criteria, and the teacher monitors student learning for the class as a whole. Questions and assessments are | Students appear to be aware of the assessment criteria, and the teacher monitors student learning for groups of students. Questions and assessments are regularly used to | Assessment is fully integrated into instruction, through extensive use of formative assessment. Students appear to be aware of, and there is ^[1] _[SEP] some evidence that they have |

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| | <p>quality. Students do not engage in self- or peer assessment.</p> | <p>rarely used to diagnose evidence of learning. Feedback to students is general, and few students assess their own work.</p> | <p>diagnose evidence of learning. Teacher feedback to groups of students is accurate and specific; some students engage in self-assessment.</p> | <p>contributed to, the assessment criteria. Questions and assessments are used regularly to diagnose evidence of learning by individual students. A variety of forms of feedback, from both teacher and peers, is accurate and specific and advances learning. Students self-assess and monitor their own progress. The teacher successfully differentiates instruction to address individual students' misunderstandings.</p> |
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