

**Finalized Tentative Agreement**

**Environmental Charter School and the Environmental Charter School Federation  
of Teachers, Alliance for Charter School Employees, AFT Local 6056, AFL-CIO**

**as of June 16, 2021**

**August 1, 2021 – July 31, 2026**

## **Definitions**

Federation: This shall refer to the bargaining unit for the Environmental Charter School employees (part of the Alliance for Charter School Employees, AFT Local 6056, AFL-CIO) representing eligible staff at the Environmental Charter School (ECS). This includes Teachers, Assistant Teachers, School Psychologists, Social Workers, Counselors, Nurses, Associate Directors.

The Employer: The Environmental Charter School.

Employee: The members of the bargaining unit.

Federation Designees: The Employee(s) selected by the Federation to represent the Federation in official matters.

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## **Article I. Purpose**

This Agreement shall set clear expectations, policies and procedures for all parties with regard to wages, terms, and conditions of employment. By setting clear expectations, policies, and procedures, this agreement will provide a framework for effective communication between the Union and the Charter School Administration.

## **Article II. Non-Discrimination Clause**

The parties agree that they will not discriminate against any teacher on the basis of race, color, religion, ancestry, national origin, place of birth, pregnancy, childbirth, or related medical conditions and events, sex, sexual orientation, gender identity, gender expression, marital status, age, genetic information or refusal to undergo genetic screening, nonjob-related disability or membership or participation in, or association with, the Federation and/or its activities as those terms are defined under applicable federal and state laws.

The Administration will comply with all the applicable State and Federal laws regarding discrimination and will maintain a comprehensive process to ensure any employee with a complaint or concern may bring such matters to the Administration's attention for resolution.

## **Article III. Savings Clause**

If any provision in this Agreement is held to be unlawful by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect. If either party seeks negotiations over a replacement provision, the Parties shall meet within thirty (30) calendar days in an effort to correct the invalidity.

## **Article IV. Recognition**

### *Section 4.01 Recognition*

The Employer recognizes the Environmental Charter School Federation of Teachers, Alliance of Charter School Employees, Local 6056, AFT-PA, AFT, AFL-CIO to be the exclusive collective bargaining representative for the Environmental Charter School Employees as certified by the National Labor Relations Board in Case No. 06-RD-255099.

### *Section 4.02 Federation Membership*

All Employees subject to this Agreement shall become and remain a member of the Union or, in the alternative if the employee opts out of Union membership, he/she shall be required by the Union to pay a monthly agency fee to the Union pursuant to applicable law for purposes of

collective bargaining. The amount(s) for any Union dues and/or fees to be paid shall be determined by the Union.

- (a) **Dues Deduction:** During the term of this Agreement, the Employer<sup>1</sup> shall deduct dues the pay of each member of the Federation who voluntarily executes a wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. Deductions will be promptly transmitted each month to the Federation by wire transfer or check payable to its order no later than thirty (30) calendar days after the deduction is made. The Employer will also provide a roster in electronic format that includes the employee's name and identification number, the amount deducted, and earnings for the pay period. Upon issuance and transmission of payment to the Federation, the Employer's responsibility shall cease with respect to such deductions. The Federation and each Employee authorizing the assignment of wages for the payment of union dues or agency fees hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits, or other forms of liability that may arise against employer for or on account of any deduction made from the wages of such Employee.
- (b) **Voluntary CSPE Contribution:** Upon receipt of a voluntary written authorization from an Employee, the Employer shall deduct from the wages due said Employee the sum specified in the authorization and remit to the Federation's Committee to Support Public Education (CSPE) as the Employee's voluntary contribution to said Fund in compliance with Part A above.
- (c) **Bargaining Unit Roster:** The Administration shall submit quarterly to the Federation a report or reports covering all bargaining unit employees currently employed by the Administration, including their name, address, primary phone number, employee identification number, job title, department name, date of hire, rate of pay, monthly gross pay, dues deduction, CSPE contribution, and any employee terminations or transfers from the bargaining unit

*Section 4.03 Mutually Scheduled Meetings:*

Whenever members of the bargaining unit are mutually scheduled by the parties to participate during working hours in Administration related functions, they shall suffer no loss of pay.

**Article V. Federation Rights**

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<sup>1</sup> Term is subject to change upon the agreement of Definitions between the Environmental Charter School and the Environmental Charter School Federation of Teachers



*Section 5.01 Meetings for Next Agreement*

Conferences, meetings, or negotiating sessions for a successor collective bargaining agreement shall be scheduled no later than 120 days prior to the expiration of this agreement and shall continue as often as practicable until a new agreement is reached.

*Section 5.02 Federation Officers Release From On-Site Requirement*

Federation designees may leave the buildings to which they are assigned during non-instructional times for the purposes of grievance resolution and contract administration, and participation in cooperative activities with the Employer. These officers shall not leave their buildings until they have notified the building administrators that they are leaving and have received approval. However, on the days of scheduled Administration meetings, the officers shall be part of those meetings. Federation designees shall be assigned no more preparations or duties than are customary for their departments and buildings.

*Section 5.03 Use of Buildings*

The Federation and Employees shall, upon written notice and approval by the building principal or their appointed representative, have the right to use the school facilities and grounds for meetings regarding Federation business at reasonable hours when school is not in session. The request shall not be unreasonably denied.

*Section 5.04 Identification of Federation and Announcement of First Meeting*

During the first general staff building orientation meeting in August, the building administrator will identify the Federation as the certified collective bargaining representative, introduce the Federation building representative and allow the representative(s) to address the staff for a period of no longer than 10 minutes. The Federation shall provide the names of the building representatives prior to the beginning of each school year but no later than August 1 of each year.

*Section 5.05 Distribution and Posting of Federation Materials*

The Federation reserves the right to distribute and post union-related documents and information in each school-wide and grade-level staff lounge at each building. No material shall be posted unless it has been approved by the Federation. Such material shall be removed promptly after it's intended purpose is no longer relevant but no later than two weeks after its posting.

*Section 5.06 Information and Employee Data*

Quarterly, the Administration shall provide the Federation with a list of Employees, resignees, and Employee names, personal email addresses, personal phone number and home address.

**Article VI. Management Rights**

The Employer has and shall retain the full right to manage its operations, except to the extent that any such power or authority is contrary to any provision of this Agreement or applicable law. The Employer shall exercise its powers and authority collaboratively and will consider input from bargaining unit members and any committees created by this agreement, but final decisions will rest with The Employer except as otherwise set forth in this Agreement. Such rights shall include, and is not limited to: the management of ECS, the right to plan, direct, control, increase, decrease or to discontinue operations in whole or in part, scheduling employees, transfer of employees, the implementation, change and enforcement of work rules, determination of staffing size and staffing ratios, to determine who it shall hire and the number of employees it shall employ at any time, to determine qualifications for any job or any job it may create in the future, to establish new classifications, to assign work duties in accordance with the determination of the needs of ECS, to determine the number, location and types of facilities, to relocate any facility, to close any facility, decisions regarding curriculum, and the right to hire, transfer suspend, discipline and discharge are vested exclusively in The Employer unless limited by expressed provisions of this Agreement.

The Employer shall not implement any policy affecting the terms and conditions of employment that is inconsistent with this Agreement. The Employer shall meet to negotiate any proposed new policy adversely affecting terms and conditions of employment with the Federation prior to its implementation if that policy is a mandatory subject of bargaining. The Employer shall have the right to make or change and enforce any reasonable work rule, policy, or practice not inconsistent with this Agreement. Any dispute raised by the Federation about whether any such rule is inconsistent with this Agreement may be challenged by the Federation under the Grievance Procedure of this Agreement.

The Employer shall have the right to establish and enforce reasonable work rules, and to change, alter, amend and add to such rules in cases of emergency when there is a clear and present danger to the safety of any student, employee, or other person, or when failure to act would result in a violation of applicable law or possible cessation of the operation of ECS. If the modification results in a permanent change to working conditions which are mandatory subjects of bargaining, The Employer agrees to negotiate the modification with the Federation in a timely manner.

## **Article VII. No Strike or Lock-Out**

No employee shall engage in any picketing, strike, sympathy strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott or other interference with the operations of ECS.

The Federation, its officers, agents, representatives and members, shall not in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike, sympathy strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of ECS, or ratify, condone or lend support to any such conduct or action.

In the event of the occurrence of any activities prohibited in paragraphs 1 or 2 above,

the Federation shall use its best efforts to achieve the resumption of regular work schedules as quickly as possible.

Employees who have engaged in such conduct that violates this Article may be discharged or otherwise disciplined subject to the grievance and arbitration Articles of this Agreement.

The Employer agrees that it will not lock-out employees during the term of this Agreement.

**Article VIII. Grievance Procedures**

*Section 8.01 Definition of Grievances*

Any ECS employee covered under this collective bargaining agreement shall have the right to use the grievance procedures as outlined below. A grievance shall be defined as a complaint that there has been a violation, misinterpretation or misapplication of a provision of this Agreement.

*Section 8.02 Grievance Procedure*

- (a) Step One:** Within ten (10) working days of when an Employee or the Federation learns of or reasonably should have learned of an event or condition giving rise to a Grievance, the Federation or an Employee, shall present a written Grievance setting forth in detail the basis of the Grievance with the building principal or immediate supervisor and attempt to resolve the matter. The employee shall be accompanied and/or represented by a Federation representative.
- (b) Step Two:** Within five (5) working days after receipt of the principal's or immediate supervisor's answer, the answer may be appealed in writing to the Chief Operating Officer (COO) of the Employer. Upon request of the Federation, a conference shall be conducted within five (5) working days after the receipt of the appeal. The Grievant shall be advised in writing of the time, place and date of such conference and shall have the right to be represented at such a conference by the representatives of the Federation. The COO shall serve an answer, in writing, upon the employee, if any, and the Federation within five (5) working days after receipt of the appeal, or, if a conference is requested, within five (5) working days after the conclusion of said conference.
- (c) Step Three:** A Grievance which is not settled in Step Two may be appealed by either party to this Agreement to arbitration before an impartial arbitrator provided that such party gives written notice of appeal to the other party within ten (10) working days following receipt of the answer at the Second Step. In the event that the parties are unable to mutually agree upon an

arbitrator within five (5) working days after receipt of notice of appeal, they shall notify the Pennsylvania Bureau of Mediation and request a panel of seven (7) arbitrators who are members of the National Academy of Arbitrators, from which each party shall alternately strike a name until one (1) name remains (the employer will strike first). The remaining individual shall be the arbitrator, provided that the arbitrator shall not have the power or authority to change, add to, subtract from, or modify the terms and conditions of the Agreement between the parties and to the extent that his/her decision adds to, amends or in any way varies the Agreement, it shall be binding on the parties of the Agreement and the employees.

- (d) **Expense Allocation:** Each party shall bear the expense of the presentation of its case in arbitration. The expense of employment of the arbitrator shall be the responsibility of the Administration.
- (e) **Additional Time:** Additional time at a specific step of this procedure may be granted in writing by mutual agreement between parties.
- (f) **Scheduling of Conferences and Hearings:** Conferences and hearings held under this grievance procedure shall be scheduled by mutual agreement of the parties.
- (g) **Federation's Right to File Grievance:** The Federation may advance a Grievance immediately to Step Two in cases where the Grievance involves the suspension or discharge of an Employee
- (h) **Payment of Relief:** When the resolution of a non-group grievance involves monetary payment to the aggrieved, said payment shall be made within thirty (30) days of the resolution of said grievance or arbitration.

## **Article IX.        Discipline and Discharge**

### *Section 9.01        **Just Cause***

No employee shall be disciplined, given a written reprimand or discharged by Administration except for just cause. The President of the Union, or their designee, will be given a copy of any written discipline imposed upon a bargaining unit member within 24 hours of such discipline.

### *Section 9.02        **Progressive Discipline***

The parties agree that progressive disciplinary action should be used for violation of rules, policies or procedures, or for other misconduct. Normally, the progression will usually consist of a documented verbal warning and directive, written warning and directive, suspension and discharge. The Employer shall have the right to skip any progressive discipline steps in the event of serious misconduct. Discipline will become inactive after twelve (12) months without

additional discipline; however, inactive discipline may be used to establish patterns of behavior.

For all documented infractions, the Employee must receive a copy of the documentation prior to the document being placed in their personnel file. Following the submission of the material to the personnel file, the Employee shall have the right to submit a written response to such material and attach it to the file copy.

## **Article X. Paid Leaves of Absence**

### *Section 10.01 Employee Personal Days*

- (a) All Federation 10-month Employees are entitled to three (3) personal days per school year.
- (b) All Federation 12-month Employees are entitled to ten (10) personal days per school year.
- (c) All Federation Employees requesting personal days are asked to make requests at least ten (10) working days prior to the absence except in cases when an emergency occurs.
- (d) Employer may deny personal day requests if too many Employees have requested to use personal days on the same day.

### *Section 10.02 Employee Sick Days*

- (a) All Federation 10-month Employees are entitled to nine (9) paid sick days off per school year.
- (b) All Federation 12-month Employees are entitled to ten (10) paid sick days off per school year.
- (c) No excuse is required for a sick day request. An excuse from a medical professional will be required Upon the 4th consecutive sick day.
- (d) Employer may investigate suspicious sick day abuse patterns if necessary.
- (e) Sick days may be used for physical or mental health, family illness, medical appointments, family members' medical appointments, or to extend parental leave.

### *Section 10.03 Rollover of Accrued Time Off*

- (a) All personal and Sick days are eligible to roll over into an individual's sick bank.
- (b) All unused sick and personal days shall roll into Employee's individual bank as sick days.

- (c) Employees can accrue up to 208 sick days in their individual sick day bank.
- (d) Retirees and resignees shall receive 50% of their final workshop rate for each banked day. The Employer shall compensate retirees and resignees for unused and banked sick days so long as the Employee has worked for a 60-month vesting period, including summer months and starting at the first day of employment. Any eligible vested amount shall be paid into the employee's final paycheck or the 403(b) plan of the employee's choice.
- (e) Any Employee with unused PTO days, unused PTO bank days, or unused reserve PTO bank days at the end of the 2020-2021 school year will have all of those days roll over into sick days under this article.

*Section 10.04 Family and Medical Leave Act-*

- (a) The Employer shall abide by the Family and Medical Leave Act, as amended, and shall be entitled to exercise the discretionary rights contained therein.
- (b) A qualified and approved family medical leave taken shall run consecutively with any other leaves of absence contained in this Agreement.
- (c) Calculation of an employee's 12 week FMLA entitlement shall be done on a rolling year basis as defined by the FMLA.

*Section 10.05 Parental Leave*

- (a) A leave of absence that is the result of a child birth or adoption shall be granted upon request, to the employee who becomes a parent through the birth of a child or the adoption of a child. The Employer provides all Employees with ten (10) days of paid time off in the event of a birth or adoption. All days must be used within one year of the date of birth/adoption placement of the employee's child. Maternity/Paternity/Adoption support is provided in addition to the Short-Term Disability benefit and/or FMLA, as applicable. This leave will commence on a date chosen by the employee following the birth or adoption of the child. The employee shall confirm the intention to return to service as soon as possible by notifying the designated Employer official at least thirty (30) calendar days prior to the scheduled return date.
- (b) Child Rearing: A child rearing leave shall be granted upon request to any Employee who wishes to extend a leave of absence to care for a newborn child or newly adopted child once FMLA eligibility has expired. A child rearing leave shall not exceed two full additional semesters post FMLA. The Employee is encouraged to return to work at the beginning of a semester as eligible by the guidelines stated above. All child rearing leave is unpaid. Please see Article 10 for further unpaid leave details.

- (c) Foster parents are provided ten (10) days of paid time off each year in the event of foster care placements.

*Section 10.06 Military Leave*

- (a) A request to the Employer must be sent along with a copy of the military orders. Any Employee inducted into military or naval service shall be considered to be on leave of absence for the entire duration of such service. All rights and privileges shall be reserved to such Employee as if he/she continued in the service of the Employer, provided, "that no such leave of absence shall be granted unless said employee shall in writing agree upon termination of said leave to return to employment in said school Administration for a period of not less than one year." School Laws of Pennsylvania, Section 1176 (c).

*Section 10.07 Bereavement Leave*

- (a) Five (5) working days with pay (not charged to other leave time) shall be granted to Employees upon request to make arrangements for and attend funeral services for Employee's spouse, child, parent, parent-in-law, step-parent, brother, sister, brother-in-law, sister-in-law, child of the Employee's spouse, grandparent/grandchild, or domestic partner.
- (b) Upon the unexpected loss of an unborn child, five (5) working days with pay (not charged to other leave time) shall be granted to Employees.
- (c) One (1) working day with pay (not charged to other leave time) shall be granted for Employees upon request for other family members or loved ones not listed. Loved ones may include close friends, roommates, and other close, non-related individuals.

*Section 10.08 Uses of Professional Development Leave*

- (a) All full-time Employees shall be granted two (2) paid professional development leave days per year. Part-time employees and temporary employees are eligible for one (1) paid professional development leave day per year. The number of professional development leave days is prorated according to the employee's hire date. Full time employees hired after Quarter 2 are eligible for one (1) professional development day during their initial assignment. Part-time and temporary employees hired after Quarter 2 are not eligible for a professional development day during their initial assignment. Professional development leave is not accrued from year to year. The Employer will not pay the employee for any unused professional development leave time.

- (b)** At the school's discretion, certain positions that require mandatory PD to maintain certifications, memberships in professional organizations, or licenses will be offered up to ten (10) additional paid PD days per year at the discretion of the Employer. These positions are School Counselors, School Psychologists, School Social Worker and School Nurses.
- (c)** Professional development is defined as workshops, seminars, symposiums, or conferences that have a specific mission to further your knowledge and practice as an educator. These may include one-day workshops hosted by local educational or environmental organizations, multi-day conferences focused on a content area, or a session at a local teacher-training center.
- (d)** Additionally, Employees may use professional development leave to complete their educational pursuits for coursework that aligns with the ECS mission. Approval by the Employer is required.
- (e)** At its discretion, the Employer may reimburse Employees up to \$100 for registration fees and other sign up costs for professional development opportunities.
- (f)** Additional costs such as lodging and transportation may be paid at the Employer's discretion and only if agreed upon in advance of the professional development with documentation supporting the request.

*Section 10.09 Disability Leave*

- (a)** Short-Term Disability (STD): The Employer shall offer Short-Term Disability Benefits to employees in the case the employee becomes ill or injured.
- (b)** There is no waiting period to be eligible for Short-Term Disability coverage.
- (c)** Once on leave, the employee will begin to receive payments of 60% of their pre-disability earnings to a maximum of \$1,500 weekly.
- (d)** The first fourteen (14) days of the leave is considered the elimination period. The Short-Term Disability company will not make payments to the employee during the elimination period. Employees may use PTO during this unpaid elimination period. The maximum benefit duration is thirteen (13) weeks (inclusive of the two week elimination period); however, the employee's physician will determine the amount of time the employee needs to recover.
- (e)** Long-Term Disability (LTD): The Employer shall offer Long-Term Disability Benefits to Employees in the case that the employee has depleted Short-Term Disability.
- (f)** Employees must have been employed for 24 months to be eligible for Long-Term Disability coverage.



- (g) Once on leave, the Employee will begin to receive payments of 60% of their pre-disability earnings to a maximum of \$5,000 per month.
- (h) The first (90) days of the leave is considered the elimination period. The Long-Term Disability company will not make payments to the Employee during the elimination period. Employees may use PTO during this unpaid elimination period.

*Section 10.10 Job Restoration*

- (a) Upon return to service in the same school year from a leave, the Employee shall be placed in the identical position that he/she held immediately prior to the leave with equivalent pay, benefits, and other terms and conditions of employment.
- (b) If the leave extends from one school year to the next, the Employee will be placed in the same position or a similar position to that held immediately prior to the leave with equivalent pay, benefits, and other terms and conditions of employment.

**Article XI. Unpaid Leaves of Absence for Personal Reasons**

1. At its sole discretion, the Employer may grant unpaid personal leaves of absences. During the time the teacher is on leave, The Employee shall have no entitlement under this contract except as hereinafter provided in this Article. Before any personal leave time is granted, employees must exhaust all unused paid time off.
2. The Employee on leave, at their expense, may elect to continue group insurance coverage to the extent permitted under the applicable insurance policies during the approved leave of absence. If permitted under applicable insurance policies and elected by a teacher, the teacher's monthly payment of the full premium cost should be made to The Employer. The Employer shall have no obligation to pay for any such insurance or other benefit under this Agreement during any approved unpaid leave of absence.
3. Upon return to service in the same school year from a leave, the Employee shall be placed in the identical position that they held immediately prior to the leave. If the leave extends from one school year to the next, The Employee will be placed in the same position or a similar position to that held immediately prior to the leave.

**Article XII. Work Year and Hours of Employment**

*Section 12.01 Work Year*

- (a)** Employees in the position of Teacher and Assistant Teacher, and other Employees working for a ten-month period, may work up to two hundred six (returning employees) or two hundred eight (new employees) days to include up to one hundred ninety-two (192) days of instruction.
- (b)** School Counselor, School Social Worker, School Nurse, Gifted Teacher, and School Psychologist will work 3 additional days each year following the end of the instructional calendar. The 3 days will be paid at the workshop rate. An additional 10 working days over the summer may be approved at the discretion of the Administration. Any additional summer work days will be paid at the workshop rate.
- (c)** New Employees shall work the additional two (2) days in August during the first year of employment for onboarding.

*Section 12.02 Work Day*

- (a)** The Employer shall schedule each school building for an eight-hour workday which will include a thirty minute lunch period and preparation period each day. Staff shall work during their building's scheduled hours.
- (b)** Lunch Period: All Employees are entitled to a thirty (30) minute, duty-free lunch. No Employee shall be assigned any duties during said period.
- (c)** Preparation Period: Every Instructional staff person shall receive at least one dedicated self-directed preparation period of no less than 50 minutes each full instructional day. A maximum of three (3) preparation periods per month may be used for Multi-Tiered System of Support, Counseling, Data, or other meetings initiated by Administration. Additional meetings in excess of the monthly maximum will be considered optional for staff attendance. Except in emergency circumstances, no instructional staff shall be required to forgo their dedicated preparation period to cover another teacher's absence. Instructional staff who agree to forgo their dedicated preparation period to cover another staff member's absence will be compensated as listed in Article XXV Salary.

*Section 12.03 Planning Days*

- (a)** On planning days (two per quarter), 10 hours of the time must be allotted for free planning as determined by the team and no mandatory meetings may be scheduled during this time.
- (b)** Free planning time is defined as independent planning time for staff. Staff meetings, grade level team meetings, vertical team meetings, trainings, and other mandatory activities shall not count as free planning time.

- (c) Committees that meet on a voluntary basis may still meet during free planning time.
- (d) ECS may provide Instructional staff up to four (4) floating planning days for instructional planning. These Planning days will be determined by ECS and facilitated by a member of the CPD team. Planning day requests shall not be unreasonably denied.

*Section 12.04 Half Day/Clerical Planning Days*

- (a) Only one (1) Administration-initiated meeting may be scheduled per month, on a half day designated for planning. On half days designated for clerical work, staff members shall have free planning time as defined in section 3 of this article.
- (b) On the half days before Thanksgiving Break and Winter Break, teachers are permitted to leave at the end of the scheduled half day (when students leave).

*Section 12.05 Conference Days*

- (a) A maximum of four (4) non-instructional days will be provided each academic year (fall and spring) for teachers to conduct parent conferences. In lieu of a non-instructional day for conferences, two instructional half-days may be used for parent conferences.
- (b) The eight hour work day for conference days will be scheduled by the Employer.

*Section 12.06 After-School Meetings*

A maximum of three (3) mandatory after-school meetings, lasting no more than one hour after the contractual work day, may be scheduled per calendar month. Staff shall be given notice of a scheduled after-school meeting at least two weeks in advance.

*Section 12.07 Special Education Team Meetings*

A maximum of two special education team meetings may be scheduled each month during the school day. These will not count toward other meetings under this article.

*Section 12.08 Evening Events*

- (a) Employees may be required to participate in evening meetings and events, including Back to School night, Curriculum night, Earth Nite, Winter Concert, Spring Concert, or other school events beyond the regular workday. Employees shall be required to attend no more than five (5) after school events. ECS shall provide a schedule for evening events two weeks prior to the event.

- (b) Employees may be asked, at the Administration’s discretion, to stay at additional evening meetings or events, which shall be compensated at a rate of \$50 per event that is up to 4 hours and \$100 for an 8 hour or full day event. This does not include overnight events.
- (c) In the case of emergencies or religious or graduate study commitments that cannot be rescheduled, Employees shall provide written notice of such conflicts, and in cooperation with the Administration, make accommodations for alternative fulfillment of these requirements. Notice of such conflicts should be given as soon as possible after the publication of the schedule of evening meetings but in no case less than two weeks prior to the scheduled school event.
- (d) A maximum of one overnight trip can be scheduled per grade level per year for no more than 4 nights. Employees who attend the grade level trip will receive additional compensation of \$125 per night. Employees will be expected to work outside of scheduled hours during overnight trips.

*Section 12.09 Summer Planning Days*

- (a) A. In the case of the adoption of new curriculum, affected teachers will be provided the option to receive up to four (4) facilitated planning days during the summer to become acquainted with the new curriculum, receive relevant training, prepare curricular materials, and plan lessons using the curriculum. Teachers will be compensated at workshop rate for each summer planning day.
- (b) B. If any other circumstances require the employee to come in during the summer or other scheduled days off, they shall be compensated at the workshop rate per additional required work day.

*Section 12.10 Emergency Closing*

- (a) A. Emergency closing of schools, including but not limited to, snow days, in whole or in part, shall be counted as whole days and shall not extend the school year for teachers beyond 208 days unless such extension is required to fulfill 180 days of pupil instruction. Extension of the school year for teachers for this specific purpose shall not require compensation in excess of the teachers' regular salary.
- (b) B. The Employer may continue its policy of having virtual days in lieu of snow days assuming students have access to the necessary technology including computers and internet access.

*Section 12.11 Emergency Staff Meetings*

- (a) A. In cases of an emergency, the Employer may call an emergency staff meeting. This emergency staff meeting will not count toward the Employer's allowed number of meetings under any section of this article.
- (b) B. Employees will make their best effort to attend emergency meetings.
- (c) C. In cases of a scheduling conflict, the Employer shall trust that attendance by the Employee was not possible and shall not require an excuse.

*Section 12.12 Lactation Breaks*

The Employer adheres to the Patient Protection and Affordable Care Act, and the Fair Labor Standards Act. The Employer is committed to families and provides a family friendly work environment. The Employer supports breastfeeding and provides a reasonable break time (up to but not to exceed 20 minutes under the Patient Protection and Affordable Care Act) for Employees to express breast milk for a year after her child's birth. A private area will be made available for breastfeeding employees to express milk. The Employee should contact the Assistant Principal to arrange for this private, designated space.

**Article XIII. School Calendar**

The Employer will, at least sixty (60) days prior to the end of the current school year, provide the Federation with a draft of the school calendar for the following year. The draft calendar will be presented to the Federation membership for review and comment. The Federation may provide feedback and comment on the draft calendar within 14 days of the draft being received.

**Article XIV. Communication & Committees**

The Federation retains the right to question policies and decisions made by the Administration in the pursuit of our shared mission at ECS, and to engage the staff membership in giving voice to concerns, constructive criticism, and creative collaboration with the Administration. To this end, the Federation shall maintain the following committees with elected representatives.

Any Employee interested in serving on a committee may be nominated by the membership and elected by a secret ballot vote held (30) days prior to the end of the school year, for the term of the following school year. Each committee may have up to six (6) employees.

*Section 14.01 Anti-Racism Committee*

The purpose of the anti-racism committee will be to identify racism operating within the systems of ECS, eliminate practices that are racially biased and harmful to students of color and their families, and build racial equity through the reform of existing educational

practices at ECS, and the development of new culturally responsive educational practices.

To this end, the committee shall, at membership meetings, elicit comments and actionable steps from the staff about our commitment to the committee purpose. These comments and actions will be collected by the committee and submitted as a brief, summarizing report to the membership for review twice a year: once prior to the end of the calendar year, and once prior to the end of the school year. If the report contains actionable items, the items will be approved by a two thirds majority vote of the membership present at the membership meeting where the report is reviewed. Following review and voting, the report shall be submitted to the Administration for their response.

Following the submission of each of these reports, at a mutually agreed upon time within ten (10) working days of receipt of the committee report, the Administration representatives will meet to discuss the report with the committee. The Administration shall, within thirty (30) days of the report, provide a written response to the report, which will be shared with the committee representatives and the general membership, including a plan for any actionable items in the committee report.

If both parties agree that the Federation's report is sufficient communication of the committee's findings, or if a written exchange between Federation and the Administration is deemed sufficient discussion of, and response to, the report, the meeting can be waived upon this mutual agreement.

#### *Section 14.02 Special Education Committee*

The purpose of the Special Education Committee is to examine the co-teaching, inclusive teaching practices and special education topics.

To this end, the committee shall, at membership meetings, elicit comments and actionable steps from the staff about our commitment to the committee purpose. These comments and actions will be collected by the committee and submitted as a brief, summarizing report to the membership for review twice a year: once prior to the end of the calendar year, and once prior to the end of the school year. If the report contains actionable items, the items will be approved by a two thirds majority vote of the membership present at the membership meeting where the report is reviewed. Following review and voting, the report shall be submitted to the Administration for their response.

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will be shared with the committee representatives and the general membership, including a plan for any actionable items in the committee report.

If both parties agree that the Federation's report is sufficient communication of the committee's findings, or if a written exchange between Federation and the Administration is deemed sufficient discussion of, and response to, the report, the meeting can be waived upon this mutual agreement.

#### *Section 14.03 Curriculum Committee*

The purpose of the Curriculum Committee is to examine the structure and content of the curriculum.

To this end, the committee shall, at membership meetings, elicit comments and actionable steps from the staff about our commitment to the committee purpose. These comments and actions will be collected by the committee and submitted as a brief, summarizing report to the membership for review twice a year: once prior to the end of the calendar year, and once prior to the end of the school year. If the report contains actionable items, the items will be approved by a two thirds majority vote of the membership present at the membership meeting where the report is reviewed. Following review and voting, the report shall be submitted to the Administration for their response.

Following the submission of each of these reports, at a mutually agreed upon time within ten (10) working days of receipt of the committee report, the Administration representatives will meet to discuss the report with the committee. The Administration shall, within thirty (30) days of the report, provide a written response to the report, which will be shared with the committee representatives and the general membership, including a plan for any actionable items in the committee report.

If both parties agree that the Federation's report is sufficient communication of the committee's findings, or if a written exchange between Federation and the Administration is deemed sufficient discussion of, and response to, the report, the meeting can be waived upon this mutual agreement.

#### *Section 14.04 Scheduling Committee*

The purpose of the Scheduling Committee is to examine the structure and schedule of the school day.

To this end, the committee shall, at membership meetings, elicit comments and actionable steps from the staff about our commitment to the committee purpose. These comments and actions will be collected by the committee and submitted as a brief, summarizing report to the membership for review twice a year: once prior to the end of the calendar year, and once prior to the end of the school year. If the report contains actionable items, the items will be approved by a two thirds majority vote of the

membership present at the membership meeting where the report is reviewed. Following review and voting, the report shall be submitted to the Administration for their response.

Following the submission of each of these reports, at a mutually agreed upon time within ten (10) working days of receipt of the committee report, the Administration representatives will meet to discuss the report with the committee. The Administration shall, within thirty (30) days of the report, provide a written response to the report, which will be shared with the committee representatives and the general membership, including a plan for any actionable items in the committee report.

If both parties agree that the Federation's report is sufficient communication of the committee's findings, or if a written exchange between Federation and the Administration is deemed sufficient discussion of, and response to, the report, the meeting can be waived upon this mutual agreement.

**Article XV.      Health and Safety**

*Section 15.01    Environment*

The Employer believes in and encourages safety as its top priority. As such, the Employer is committed to ensuring a safe and healthy work environment for all its employees. Employees shall not be required to work under conditions which are unsafe or unhealthy. The Employer shall comply with the provisions regulating safety hazards and fire in public school buildings and all other applicable laws with respect to the health, safety, and welfare of its employees.

*Section 15.02    Written Reports*

Employees are responsible for reporting in writing to their Principal, or any other designated member of the administrative team, any allegedly unsafe circumstance, situation, or event, including any injury, as soon as practicable. All employees are expected to use good judgment and common sense in matters of safety, to observe posted safety rules, and to follow Occupational Safety and Health Administration (OSHA), state, and local safety regulations. The parties agree that some incidents do not require a written report and that employees in consultation with administration will use best judgment for each event.

*Section 15.03    Investigation*

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

*Section 15.04    Assault*



Employees shall report as soon as feasible any instance of assault suffered in connection with their employment to the Principal or other designated member of the administrative team. The Employer shall take all reasonable steps to ameliorate the situation and ensure the safety of students and employees.

**Article XVI. Personnel Files**

No material derogatory to an Employee's conduct, service, character, or personality shall be placed in the personnel file unless the Employee has received a copy and/or has been provided an opportunity to review the material. Following the submission of the material to the personnel file, the Employee shall have the right to submit a written response to such material and attach it to the file copy. Any derogatory comments unrelated to an Employee's work performance or work conduct shall not be placed in their personnel file.

Individual personnel files shall be confidential. Only the Employer's authorized management personnel shall have access to a personnel file. However, upon receipt by the Employer of a written request from an employee to review his/her personnel file or for his/her representative to be granted access to review the personnel file, the Employer shall honor any such request. The employee must contact Human Resources for a Request to Review Personnel File form in order to set up an appointment for the review. The Employee and/or his/her representative must be in the presence of Human Resources in the Business Office when reviewing the contents of the Employee's file. Requests by former employees will be evaluated and federal and state employment law and regulations will be consulted before a request is granted or denied.

After the passage of 12 months, an Employee shall have the right to request the "removal" of all unfavorable anecdotal records and all related memos and documents, except for any letters of suspension, termination, personnel transaction forms and state ratings forms. For purposes of this Article, "removed" means that the "removed" personnel records shall not be considered by the Employer when making personnel decisions. Removal does not mean records will be physically or electronically moved or destroyed.

The Employer agrees this shall be the sole personal file and shall not establish any separate files.

**Article XVII. Class Size**

Class Size Limit: The Employer shall maintain a class size limit of no more than 26 students per classroom. In the event a classroom would need to increase beyond 26 students, the Employer will meet with the Federation to discuss the circumstances.

**Article XVIII. Evaluations**

The Employer shall use the state required evaluation form.

**Article XIX. Transfers**

An involuntary transfer shall be defined as an un-requested change by the affected employee in his or her grade level, subject assignment, building assignment, or any combination thereof.

There shall be no arbitrary or capricious transfers.

When a teacher is involuntarily transferred, a conference will be held between the transferred teacher and the appropriate administrator as soon as practical after the administrative decision to transfer has been made. During or prior to such a conference, the reasons for the transfer are to be disclosed and shall be placed in writing. The employee shall be notified in writing of other existing vacancies for which he or she is certified.

**Article XX. Vacancies**

*Section 20.01 Mid Year/Emergency Vacancies*

If an existing position becomes vacant during the academic year, the Employer shall notify Employees via email and posting of vacancies. This shall not limit the Employer's ability to seek qualified external candidates.

*Section 20.02 Anticipated Vacancies/Newly Created Positions*

If the Employer is seeking to fill a newly created position or an anticipated vacancy that will begin during the next academic year, the Employer shall notify Employees via email of the newly created position or anticipated vacancy at least five (5) days prior to seeking any qualified external candidates. Should two (2) candidates have equal qualifications, seniority shall be the tie breaker for filling the vacancy.

**Article XXI. Work Security**

No work normally performed by a bargaining unit member shall be performed by a non-bargaining unit worker. The Employer shall not hire any third-party contractor or temporary worker to perform work that typically would fall within the bargaining unit or could be performed by a bargaining unit member. Nothing in this section shall prohibit an administrator or a substitute from filling in for an absent bargaining unit member on a temporary basis (i.e. when a bargaining unit member is absent due to illness, injury or temporary leave).

**Article XXII. Seniority**

*Section 22.01 Seniority*

Seniority is defined as the length of continuous service from the first day of work on a bargaining unit job and shall date from the effective date of employment at ECS.

*Section 22.02 Accrual*

Seniority shall continue to accrue during periods of contract employment, furloughs, layoffs, and approved leaves of absence.

*Section 22.03 School Year*

An employee who works more than the normal school year shall not accumulate more seniority than the employee who works the normal school year.

*Section 22.04 Part Time*

Part-time employees will be considered as full-time for the purpose of computing seniority. This shall include those employees who share single positions.

*Section 22.05 Same Day Hire*

If two (2) or more employees have the same first day, under paragraph 1 above, their order on the seniority list shall be determined by the last digit in their social security numbers, with zero (0) being the most senior number and nine (9) being the least senior number. In the event digits in the same corresponding position are identical, successive digits to the immediate left will be examined in turn until the tie is broken.

*Section 22.06 Broken and Frozen Seniority*

- (a) Seniority shall be broken and employment terminated for any of the following:
  - i. Resignation or retirement.
  - ii. Discharge in conformance with Just Cause and Progressive Discipline.
- (b) Should an Employee take an unpaid leave of absence for greater than 24 months, that Employee's seniority shall be frozen until the Employee returns to work.

**Article XXIII. Curtailment of Staff**

When it is necessary to curtail the size of the professional staff, the Employer will continue its practice of relying, where possible, on normal attrition. When the required curtailment cannot be achieved by normal attrition, the Employer will furlough employees on the basis of reverse seniority within the certification area.

*Section 23.01 Furlough*

- (a) Furlough is the separation of an employee for lack of work or funds as determined by the Employer, without fault or delinquency on the employee's part. The Employer agrees to provide the Federation with a list of names of the employees being furloughed and such notice shall be sent at the same time that it is issued to the employees affected.

- (b) Employees to be furloughed shall be notified as soon as possible after the decision to furlough has been made.
- (c) The Employer shall not challenge unemployment insurance claims from Employees who have been furloughed.
- (d) Furloughed employees shall retain recall rights. A furloughed employee must share any change of address with the Employer during the furlough.

*Section 23.02 Recall*

- (a) Furloughed employees shall have recall rights. Recall will occur in order of seniority within each bargaining unit classification by department. For example, if a Math teacher is needed, the most senior Math teacher (or teacher with a Math certification) will be recalled as opposed to an English teacher and the like.

- i. A furloughed Employee must return to work within fifteen (15) business days of receiving a recall notice. It is the responsibility of the Employee to keep the Employer informed of any change in address, email contact information, or telephone number. The failure of a furloughed Employee to respond to a recall notice within fifteen (15) business days of transmittal of that notice shall result in his/her removal from the recall list.

- ii. Recall notices shall be transmitted to employees using certified mail, email, and telephone.

**Article XXIV. Mileage Reimbursement**

*Section 24.01 Personal Mileage*

Employees will be reimbursed for use of their personal cars for business purposes at the appropriate Internal Revenue Service standard mileage rate issued each year. Commuting mileage will not be reimbursed.

*Section 24.02 Public Carrier*

Employees traveling by public carrier should select the most cost-effective means of travel, such as coach airfare, and must have the approval of the appropriate supervisor. Receipts are necessary.

*Section 24.03 Meals*

Employees will be reimbursed on a per diem basis for meals and tips. The maximum per diem rate per day shall be determined by the U.S. General Services Administration Meals & Incidentals Breakdown for their destination.

**Article XXV. Salary**

*Section 25.01 Step Scale Movement and Annual Adjustments*

- (a) Pay scale steps were verified for the 2020-2021 School Year. All staff should advance vertically from their prior year step (i.e., if you were year 3 for 2020-2021, you would advance to year 4 for the 2021-2022 School Year).
- (b) Employees that receive an unsatisfactory rating are not eligible to advance to the next step in the subsequent school year. However, if that Employee has a satisfactory rating the subsequent year, that Employee shall progress two steps the following year (i.e., Employee receives an unsatisfactory rating for 2021-2022 and is at step 5, Employee will remain at step 5 for 2022-2023 on the pay scale for that year and if Employee received a satisfactory rating would progress to step 7 for 2023-2024.).
- (c) In the case an Employee is hired following the first day of school, a full year of service will only be credited to Employees who have worked over sixty percent of the Work Year as defined by Article 11. Employees who have worked less than sixty percent of the Work Year will receive a scale adjustment for the respective year but will not earn a full year of service.
- (d) For Employees hired before June 1, 2017:
  - (i) Employees who are already earning an amount above the compensation listed due to participation in the previous Competency Based Growth (CBG) system, there will be no salary reductions. If the Employee is earning an amount above the amount on the respective step of the pay scale, the Employee shall receive any applicable scale adjustments for the respective year, until the Employee's place on the Pay Scale matches or exceeds the Employee's salary.
  - (ii) Employees who are earning above the last step of the pay scale shall not suffer any reduction in salary. The employee shall receive any applicable scale adjustments for the respective year, until the last step of the pay scale matches or exceeds the Employee's salary.
- (e) Pay scale steps will receive an increase each year detailed in Appendix A.

*Section 25.02 Other Adjustments*

- (a) Special Education teachers will receive an additional \$1,000 in salary annually.
- (b) Gifted/ESL teachers will receive an additional \$1,000 in salary annually.
- (c) If an employee reaches the end of the pay scale, their salary will be increased according to the last step of the pay scale for that year. For example, once a

teacher reaches step 15, they will earn a salary increase of \$500 the following year.

*Section 25.03 Adjustment for Part-Time Employee*

- (a) The pay scales represent full time employment.
- (b) Any part-time positions will earn a prorated salary.

*Section 25.04 Pay Periods*

Employees will be paid twice each month over a twelve (12) month period (August 1 - July 31). Employees who separate from the school at the end of the school year shall receive pay and benefits until July 31 of that year. Employees who separate from the school prior to the end of the year shall receive their pro-rated pay based on the number of days worked that year.

*Section 25.05 New Hires and Prior Experience*

Prior experience may be awarded for positions that require certification for the position into which one is hired for a Pay Scale position.

Certified professionals and non-certified professionals with professional work experience at K-12 schools, with one or more years of approved experience, are eligible for the award of service for all years, with a maximum placement of step 5 on the appropriate Salary Scale. Prior experience must meet the following provisions:

- All prior experience must be verified using the State form or by the prior employer(s) before salary credit is given.
- Prior experience requests must be submitted at the time of hiring and will be credited after verification.
- Credit can be awarded for partial years if partial years of verified experience add up to full-year equivalents, including time as a long term substitute teacher. No partial time less than one full year can be credited.
- Credit will only be awarded for full school years of verified experience as is required for the related ECS position.
- Time as an assistant teacher, paraprofessional, personal care aide, will be awarded  $\frac{1}{2}$  rate to any years worked. In the cases of an odd number of full years of experience, the business rule outlined for partial years shall prevail.



Section 25.06 Educational Program Compensation

JOB or RESPONSIBILITY	Estimate	STIPEND AMOUNT (Additional Pay)
<p>Homebound Instructor</p> <p><i>This will require a separate application and contract process and hours would be approved by the Building Principal.</i></p>		<p><b>\$20 per hour</b></p>
<p>Compensation for Loss of Preparation Period</p> <p>*Preparation time can be reassigned. Members are compensated if prep is lost during the day. Exception: Compensation for loss preparation period shall not apply during those periods when special activities/programs are scheduled. Special activities/programs shall not be limited to field trips, assemblies, conferences, curriculum meetings/planning sessions, in-service programs, and parent-teacher conferences.</p>		<p><b>\$30 max per lost prep paid at the end of the year</b></p>
<p>Additional Evening/Weekend Activities</p> <p>In accordance with events as noted in Article 11.</p>		<p><b>\$50 per event that is up to 4 hours and \$100 for an 8 hour or full day event.</b></p>



<p>Lead Teacher (Team Lead)</p> <p>This is current practice and the Lead Teacher meetings with administration would not count towards the 3 meetings per month.</p>		<p><b>\$1000 per school year</b></p>
<p>New Teacher Mentor as part of Onboarding Program</p> <p>Teacher Mentors will be provided a set of responsibilities prior to selection for this position. Documentation supporting completion of responsibilities will be reviewed and approved prior to paying out the stipend.</p>		<p><b>\$250 per mentee assignment</b></p>
<p>Student Assistance Program Participation and Case Management</p> <p>This will require a separate application and contract process to ensure workload is equalized between SAP members. Attendance and case management will need to be reviewed prior to paying out the stipend and will need to be in accordance with application and contract requirements.</p>		<p><b>\$250 to align with mentor program</b></p>
<p>Overnight Field Trip</p>		<p><b>\$125 per night</b></p>

<p>Committee Leader (per quarter) (e.g.: Social, Culture, Earth Nite, Community Days, etc.)</p> <p>Committees are defined and approved at the beginning of each year by the Building Principal and Superintendent. Leaders are selected prior to the committee's first meeting. These committees are not inclusive of the committees defined within this Collective Bargaining Agreement.</p>		<p><b>\$125 per year</b></p>
<p>Addition: Teacher Leaders with separate application/contract process through Curriculum Directors</p> <p><i>*Please note, employees must receive approval from the Employee's Building Principal and Superintendent to be both a Teacher Leader and a Team Lead.</i></p>		<p><b>\$5,000 per year</b></p>
<p>Workshop Rate</p> <p>*For all other approved additional time worked not subject to the above categories, employees will be paid an hourly standard workshop rate based on role group. Rates reflect the approximate average of the full salary scale for each role group.</p>		<p><b>Teachers, Counselors, Social Workers, School Nurses, School Psychologists: \$30/hour (\$225/day)</b></p> <p><b>Assistant Teachers: \$20/hour (\$150/day)</b></p>

Section 25.07 *Extra Curricular Clubs and Activities Compensation*

**Compensation**

**Extracurricular Positions**

<b>Category</b>	<b>Program Position</b>	<b>Payment</b>
1	<b>Clubs</b>	Q / HY / FY
	Student Council	\$200 / \$400 / \$800
	Game Club	\$200 / \$400 / \$800
	Chess Club	\$200 / \$400 / \$800
	Dance Club	\$200 / \$400 / \$800
	Languages Club	\$200 / \$400 / \$800
	Spanish Club	\$200 / \$400 / \$800
	Speech and Debate	\$200 / \$400 / \$800
	Art Club	\$200 / \$400 / \$800

	Video Club	\$200 / \$400 / \$800
	Web Page Club	\$200 / \$400 / \$800
	Math and Computer Club	\$200 / \$400 / \$800
	Student Senate	\$200 / \$400 / \$800
	Photography Club	\$200 / \$400 / \$800
	Book Club	\$200 / \$400 / \$800
	Robotics Club AS/T	\$250 / \$500 / \$1,000
	Sustainability/Green Club	\$200 / \$400 / \$800
	Gender and Sexuality Student Union (GSSU)	\$200 / \$400 / \$800
	Black Student Union (BSU)	\$200 / \$400 / \$800
	Song Writing Club	\$200 / \$400 / \$800
	Dungeons and Dragons	\$200 / \$400 / \$800

	<b>Music/Drama Organizations</b>	
	Chorus /Choir Director	\$200 / \$400 / \$800
	Orchestra Director	\$200 / \$400 / \$800
	Musical/Theatre (Director)	\$200 / \$400 / \$800
	Production Support	\$200 / \$400 / \$800
	Song Writing Club	\$200 / \$400 / \$800
	<b>Publications</b>	
	Yearbook	\$200 / \$400 / \$800
	Wake Up ECS - News	\$200 / \$400 / \$800
	Literary Arts Magazine	\$200 / \$400 / \$800

**Compensation**  
**Sports and Athletic Positions**

<b>Category</b>	<b>Sports and Athletics</b>	<b>Q / HY / FY</b>
1	Ski Club	\$200 / \$400 / \$800
1	Girls on the Run	\$200 / \$400 / \$800
<b>Category</b>	<b>Sport</b>	<b>Coach / Asst. Coach</b>
2	Cross Country	\$1000 / \$750
2	Basketball	\$1000 / \$750
2	Soccer	\$1000 / \$750
2	Flag Football	\$1000 / \$750
2	Futsal	\$1000 / \$750
2	Tennis	\$1000 / \$750
2	Golf	\$1000 / \$750

2	Baseball	\$1000 / \$750
2	Track & Field	\$1000 / \$750

Note: All extracurricular and sports activities listed in Section B will go through an evaluation and approval process coordinated with our After School Activities and Recess Coordinator and Manager of Partnerships, Family Engagement, and the Student Experience. Extracurricular and Sports activities not listed can be approved through this process at the same rate of pay. If extracurricular and sports activities do not go through an evaluation and approval process noted above, they will not be recognized as an approved ECS program and the activity and will not be recognized for compensation.

**Article XXVI. Benefits**

*Section 26.01 Health Benefits and Existing Benefits*

- (a) The level of health benefits are documented in the Employee Benefits Guide. Refer to 6) below regarding any changes.
- (b) The Administration will provide staff with health care plans, which include Medical Insurance, Dental Insurance, Vision Insurance, Life Insurance, Accidental Death and Dismemberment Insurance, Short Term Disability, Long Term Disability, and Workers' Compensation.
- (c) The Employer will contribute the following HRA support:

	PPO	EPO
Single	\$500	\$250
EE+/Family	\$600	\$300

- (d) In the event that the above benefits should change due to a change in provider or third-party administrator, the Administration will provide substantially similar benefits.
- (e) Employee contribution percentages will be as follows:

- (i) Medical insurance:
  - 1) 21% employee contribution for 2021-2022, 2022-2023, 2023-2024
  - 2) 22% employee contribution for 2024-2025, 2025-2026
- (ii) Dental and Vision insurance: The employee dollar amount contribution for Vision and Dental insurance shall remain the same as the 2020-2021 school year.
- (f)** If at the time of annual renewal, plans increase by more than 10%, the employer will have the ability to make changes to the plan offerings. Prior to making any changes to the plan offerings, the Employer shall meet and discuss with the Federation to address health care costs.

### *Section 26.02 Worker's Compensation*

Employees eligible for Worker's Compensation shall suffer no loss in pay or reduction in sick leave for the first 7 calendar days of disability. Thereafter, an employee on Worker's Compensation benefits may avoid suffering a loss of pay by remitting his or her Worker's Compensation check to the District using one-third of a sick day to account for the additional pay being paid by the District to the employee.

### *Section 26.03 Retirement*

#### **(a)** For Employees Enrolled in PSERs

ECS employees currently enrolled in PSERs as part of their employment with ECS will continue to be enrolled in PSERs. This does not apply to employees that were previously hired and are rehired by ECS. Rehires are automatically enrolled in the 403b plan described below.

#### **(b)** For Employees Hired on or after July 1, 2018

Full and Part-time employees are required to participate in the Charter School's 403B Retirement Plan. Full-time employees are enrolled based on their start date. Part-time employees are enrolled after their 400th hour of employment. The 403b plan includes a mandatory 5% employee contribution and a mandatory 5% employer contribution. Employees entering their 6<sup>th</sup> school year at ECS will receive an additional 1% employer contribution for a total of 6% employer contribution. Employees entering their 11<sup>th</sup> school year at ECS will receive an additional 1% for a total of 7% employer contribution. Participants are fully vested in the plan at one year of service.

#### **(c)** Voluntary Savings Plan (403b)

A voluntary savings plan, 403b, shall be made available to all Employees.



**Appendix A. Salary Scales**

<b>Teacher</b>	<b>2021 - 2022</b>	<b>2022 - 2023</b>	<b>2023 - 2024</b>	<b>2024-2025</b>	<b>2025-2026</b>
1	\$42,716	\$43,216	\$43,716	\$44,216	\$44,716
2	\$44,559	\$45,059	\$45,559	\$46,059	\$46,559
3	\$46,104	\$46,604	\$47,104	\$47,604	\$48,104
4	\$47,510	\$48,010	\$48,510	\$49,010	\$49,510
5	\$49,056	\$49,556	\$50,056	\$50,556	\$51,056
6	\$50,568	\$51,068	\$51,568	\$52,068	\$52,568
7	\$51,964	\$52,464	\$52,964	\$53,464	\$53,964
8	\$53,403	\$53,903	\$54,403	\$54,903	\$55,403
9	\$54,980	\$55,480	\$55,980	\$56,480	\$56,980
10	\$71,330	\$71,830	\$72,330	\$72,830	\$73,330
11	\$89,258	\$89,758	\$90,258	\$90,758	\$91,258
12	\$90,258	\$90,758	\$91,258	\$91,758	\$92,258
13		\$91,758	\$92,258	\$92,758	\$93,258
14			\$93,258	\$93,758	\$94,258
15				\$94,758	\$95,258

<b>Counselor</b>	<b>2021 - 2022</b>	<b>2022 - 2023</b>	<b>2023 - 2024</b>	<b>2024-2025</b>	<b>2025-2026</b>
1	\$45,263	\$45,763	\$46,263	\$46,763	\$47,263
2	\$47,287	\$47,787	\$48,287	\$48,787	\$49,287
3	\$49,088	\$49,588	\$50,088	\$50,588	\$51,088
4	\$50,473	\$50,973	\$51,473	\$51,973	\$52,473
5	\$51,964	\$52,464	\$52,964	\$53,464	\$53,964
6	\$53,488	\$53,988	\$54,488	\$54,988	\$55,488
7	\$54,809	\$55,309	\$55,809	\$56,309	\$56,809
8	\$56,142	\$56,642	\$57,142	\$57,642	\$58,142
9	\$57,601	\$58,101	\$58,601	\$59,101	\$59,601
10	\$74,921	\$75,421	\$75,921	\$76,421	\$76,921
11	\$93,840	\$94,340	\$94,840	\$95,340	\$95,840
12	\$94,840	\$95,340	\$95,840	\$96,340	\$96,840
13		\$96,340	\$96,840	\$97,340	\$97,840
14			\$97,840	\$98,340	\$98,840
15				\$99,340	\$99,840

<b>Psychologist</b>	<b>2021 - 2022</b>	<b>2022 - 2023</b>	<b>2023 - 2024</b>	<b>2024-2025</b>	<b>2025-2026</b>
1	\$51,964	\$52,464	\$52,964	\$53,464	\$53,964
2	\$53,488	\$53,988	\$54,488	\$54,988	\$55,488
3	\$54,809	\$55,309	\$55,809	\$56,309	\$56,809
4	\$56,142	\$56,642	\$57,142	\$57,642	\$58,142
5	\$57,601	\$58,101	\$58,601	\$59,101	\$59,601
6	\$74,921	\$75,421	\$75,921	\$76,421	\$76,921
7	\$93,840	\$94,340	\$94,840	\$95,340	\$95,840
8	\$94,160	\$94,660	\$95,160	\$95,660	\$96,160
9	\$94,479	\$94,979	\$95,479	\$95,979	\$96,479
10	\$94,799	\$95,299	\$95,799	\$96,299	\$96,799
11	\$95,438	\$95,938	\$96,438	\$96,938	\$97,438
12	\$96,438	\$96,938	\$97,438	\$97,938	\$98,438
13		\$97,938	\$98,438	\$98,938	\$99,438
14			\$99,438	\$99,938	\$100,438
15				\$100,938	\$101,438

<b>School Nurse</b>	<b>2021 - 2022</b>	<b>2022 - 2023</b>	<b>2023 - 2024</b>	<b>2024-2025</b>	<b>2025-2026</b>
1	\$43,036	\$43,536	\$44,036	\$44,536	\$45,036
2	\$44,879	\$45,379	\$45,879	\$46,379	\$46,879
3	\$46,424	\$46,924	\$47,424	\$47,924	\$48,424
4	\$47,830	\$48,330	\$48,830	\$49,330	\$49,830
5	\$49,376	\$49,876	\$50,376	\$50,876	\$51,376
6	\$50,889	\$51,389	\$51,889	\$52,389	\$52,889
7	\$52,285	\$52,785	\$53,285	\$53,785	\$54,285
8	\$53,723	\$54,223	\$54,723	\$55,223	\$55,723
9	\$55,300	\$55,800	\$56,300	\$56,800	\$57,300
10	\$71,650	\$72,150	\$72,650	\$73,150	\$73,650
11	\$89,578	\$90,078	\$90,578	\$91,078	\$91,578
12	\$90,578	\$91,078	\$91,578	\$92,078	\$92,578
13		\$92,078	\$92,578	\$93,078	\$93,578
14			\$93,578	\$94,078	\$94,578
15				\$95,078	\$95,578

<b>School Social Worker</b>	<b>2021 - 2022</b>	<b>2022 - 2023</b>	<b>2023 - 2024</b>	<b>2024-2025</b>	<b>2025-2026</b>

1	\$45,263	\$45,763	\$46,263	\$46,763	\$47,263
2	\$47,287	\$47,787	\$48,287	\$48,787	\$49,287
3	\$49,088	\$49,588	\$50,088	\$50,588	\$51,088
4	\$50,473	\$50,973	\$51,473	\$51,973	\$52,473
5	\$51,964	\$52,464	\$52,964	\$53,464	\$53,964
6	\$53,488	\$53,988	\$54,488	\$54,988	\$55,488
7	\$54,809	\$55,309	\$55,809	\$56,309	\$56,809
8	\$56,142	\$56,642	\$57,142	\$57,642	\$58,142
9	\$57,601	\$58,101	\$58,601	\$59,101	\$59,601
10	\$74,921	\$75,421	\$75,921	\$76,421	\$76,921
11	\$93,840	\$94,340	\$94,840	\$95,340	\$95,840
12	\$94,840	\$95,340	\$95,840	\$96,340	\$96,840
13		\$96,340	\$96,840	\$97,340	\$97,840
14			\$97,840	\$98,340	\$98,840
15				\$99,340	\$99,840
<b>Education Assistant 2</b>	<b>2021 - 2022</b>	<b>2022 - 2023</b>	<b>2023 - 2024</b>	<b>2024-2025</b>	<b>2025-2026</b>
1	\$32,220	\$32,720	\$33,220	\$33,720	\$34,220
2	\$38,337	\$38,837	\$39,337	\$39,837	\$40,337
3	\$39,467	\$39,967	\$40,467	\$40,967	\$41,467
4	\$40,467	\$40,967	\$41,467	\$41,967	\$42,467
5		\$41,967	\$42,467	\$42,967	\$43,467
6			\$43,467	\$43,967	\$44,467
7				\$44,967	\$45,467
8					\$46,467
<b>Associate Director</b>	<b>2021 - 2022</b>	<b>2022 - 2023</b>	<b>2023 - 2024</b>	<b>2024-2025</b>	<b>2025-2026</b>
1	\$67,704	\$68,204	\$68,704	\$69,204	\$69,704
2	\$70,742	\$71,242	\$71,742	\$72,242	\$72,742
3	\$73,780	\$74,280	\$74,780	\$75,280	\$75,780
4	\$76,819	\$77,319	\$77,819	\$78,319	\$78,819
5	\$79,857	\$80,357	\$80,857	\$81,357	\$81,857
6	\$80,857	\$81,357	\$81,857	\$82,357	\$82,857
7		\$82,357	\$82,857	\$83,357	\$83,857
8			\$83,857	\$84,357	\$84,857
9				\$85,357	\$86,857