



bricolage



Collective Bargaining Agreement

between

Bricolage Academy

and

the United Teachers of New Orleans,

AFT Local 527

April 12, 2024

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PREAMBLE

We, Bricolage Academy Educators United, a chapter of the United Teachers of New Orleans and the Bricolage Academy Board and Administration seek to work in partnership to advance educational equity, diversity, and excellence. We are committed to work together in an atmosphere of mutual respect. Union members have the right and are encouraged to speak on issues concerning Bricolage. It is through the exchange of ideas that we will arrive at the best methods for student growth.

By building a relationship between the union, the administration and the board, the Bricolage mission can be fully realized, implemented and achieved.

In keeping with the Bricolage core values, we agree to these essential agreements:

- To be open-minded to show respect and consideration for new and existing ideas and practices;
- To respectfully and honestly communicate;
- To trust that all parties are motivated by students' best interests; and
- To respect and value the differences between us.

ARTICLE I: PURPOSE

Our purpose is to promote a harmonious relationship between employees and administration by establishing methods, policies, procedures, and organizational structures that support us in working collaboratively and in our school's spirit of creative problem solving for the benefit of our students and the long-term health of our school. We recognize the values of fairness, transparency, and employment security as essential for attracting and retaining quality faculty in service of our mission: "preparing students from diverse backgrounds to be innovators who change the world."

ARTICLE II: PARTIES

This agreement ("Agreement") is made and entered into this 12 day of April 2024 by and between Bricolage Academy Board of Directors, which operates the charter for Bricolage Academy, located in New Orleans, which together with its Board of Directors, managers, CEO, principals, and administrative staff shall be referred to in this Agreement as "the Employer" (hereinafter referred to as the "Employer," "Bricolage Academy Board" or the "School") and United Teachers of New Orleans, Local 527, LFT, AFT, AFL-CIO (hereinafter referred to as the "Union"), acting herein as the exclusive representative of the bargaining unit members who are employees of the said Employer, as hereinafter defined, now employed and hereafter to be employed."

ARTICLE III: RECOGNITION

A. Bargaining Unit Employees

The employer recognizes the United Teachers of New Orleans, Local 527, LFT, AFT, AFL-CIO (“UTNO”) to be the exclusive collective bargaining agent for all School employees in the following classifications:

Included: All full-time and regular part-time professional employees, including teachers, associate teachers, counselors, and interventionists.

Excluded: All non-professional employees, managers, supervisors, and guards as defined in the Act.

B. Mutual Respect

The parties recognize that it is important: for employees to have a voice at work; to acknowledge and respect the fundamental rights of workers to decide whether or not to be represented by a Union and engage in collective bargaining

ARTICLE IV: ACADEMIC FREEDOM

It is the intent of the parties to assure that employees enjoy academic freedom and autonomy in the School, to the extent consistent with applicable law and regulations as well as consistent with the School’s charter and this Agreement.

A. Intellectual Property

Employees shall own and 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. Any intellectual property developed for instructional or pedagogical purposes created while a staff member is employed by Bricolage does not exclusively belong to either Bricolage or the staff member, but to both parties jointly. When separation of employment occurs, for any reason, employees shall be provided with reasonable time and access to collect any personal belongings and/or electronic files that the employee created or maintained, unless in the School’s discretion the health and safety of the School or its students are at risk.

ARTICLE V: NON-DISCRIMINATION

A. The Employer and the Union each agree that neither will discriminate against any employee or student because of race, color, religion, creed, age, sex, gender, sexual orientation, gender identity or expression, marital status, veteran status, civil union status, partnership status, parental status, disability, national origin, immigration status (except with regard to legal authorization to work in the United States), genetic information, refusal to submit to a

genetic test or make available the results of a genetic test, union or nonunion membership, or any legally protected characteristic or activity not explicitly stated here.

- B. Neither the School, the Union, nor any employee shall discriminate against, harass or coerce any employee because of his membership or non-membership in the Union, or otherwise interfere with the right given by law to employees to participate in union activities or to not participate in union activities as they choose.
- C. Title VII and IX of the Civil Rights Act: The employer will comply with all aspects of Title VII and IX of the Civil Rights Act, including maintaining a current procedure for reporting violations on its website. The employer will conduct a training to train all staff on the rights of employees and students under these acts each year and the process for reporting violations. Bargaining Unit employees will be responsible for making reports to the administration when they are aware of violations of Title VII or Title IX of the Civil Rights Act in order to ensure a safe teaching and learning environment for students and staff alike and the union will be copied on any reported violations. Staff who are the aggrieved party are not required to report to the administration, however they are highly encouraged to do so and will not face retaliation for a reported violation of Title VII or IX.

ARTICLE VI: EMPLOYER RIGHTS

It is understood and agreed that the Employer retains its powers and authority to direct, manage and control its operations, except to the extent that any such power or authority is contrary to any provision of this contract or applicable law.

ARTICLE VII: UNION RIGHTS

A. Bargaining Unit Representatives

The Union will provide in writing to the Board President and the CEO the names of up to four bargaining unit members who, in addition to Union staff, elected leaders, and their designees, also serve as Union Representative. No Union Representative will be recognized by the Employer unless such written designation is made by the Union to the CEO and Board President. The authority of the Union Representatives so designated by the Union shall include presentation of grievances in accordance with the provisions of the Grievance Procedure and the transmission of such messages and information which shall originate with, and are authorized by, the Union or its officers. Any authorized Union Representative shall have the right of access to a designated bulletin board no less than 4' x 4' in the faculty lounge as well as bargaining unit employee mailboxes and emails.

B. Access

Any authorized Union representative not employed by the school (“Non-employee Representative”) may have access to the Employer’s facilities, which shall not be unreasonably denied. This access includes, but is not limited to bargaining unit employee mailboxes, access to send email to bargaining unit members’ school email addresses and bulletin boards in the employee lounges. Upon arriving at the school, the Representative shall report to the office and sign in.

No Representatives, employee or Non-employee, shall in any way interrupt any Employee’s duties or assignments. The Representative may contact Employees before and after Employees’ hours of service or during lunch or duty-free periods.

C. Union Dues Collection

1. Upon receipt of a signed union authorization card of the employee involved, the Employer shall deduct from the wages each pay period, starting with the first paycheck following receipt of the written authorization, the applicable dues payment, and shall remit the same to the Union within five (5) business days. Deductions shall be made from each subsequent check unless countermanded by the employee in writing to the Employer. The Employer shall forward copies to the Union of any countermanding documents submitted to the Employer the next time at which deductions are remitted.
2. The Union shall inform the Employer in writing of the amount of dues to deduct from each Member prior to the first pay period after ratification of this agreement, and shall also notify the Employer of any change in the rates of membership dues in writing.
3. 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 Union Committee on Political Education (COPE) Fund as the bargaining unit employee’s voluntary contribution to said Fund.
4. The aggregate deduction of all employees and a list of the names, addresses, email addresses, and phone numbers of all employees 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 Employer shall provide the Union with an updated list of employees when this Agreement is executed and within two weeks of every new hire.
5. Payroll deduction authorized by the Employee shall continue until revoked in writing by the Employee according to the terms of the authorization. The Employer shall confirm with the Union that an Employee properly revoked authorization prior to terminating payroll deduction.
6. The Union shall indemnify, defend and otherwise hold the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason

of action the Employer takes pursuant to this Article. As soon as practicable, the Employer shall notify the Union of any such claim, demand or suit requiring indemnification or defense arising out of this Article.

D. New Employee Orientation

The Union may organize a voluntary 30 minute information session within the parameters of the summer professional development session.

ARTICLE VIII: PROBATION AND DUE PROCESS

A. Probationary Status

All bargaining unit employees who have been employed by the Employer for less than one year are considered probationary. If the employer deems it necessary and appropriate, the employee may undergo a second year of probation in lieu of termination. The employer must notify the employee no later than March 1st of their initial year of employment if they intend to offer a second year of probation in lieu of termination due to poor performance. Probationary employees may be subject to discipline up to and including termination or non-renewal at the sole discretion of the Employer without recourse to the grievance and arbitration procedure for appeals. Notwithstanding, probationary employees retain their right to the grievance and arbitration procedure for all non-performance related grievances. If an employee on second year probation shows satisfactory improvement, the employer, at its discretion, may remove the employee from the probationary status early.

Employees will be evaluated on an annual basis, as laid forth in Article XI. During probation an Employee will be provided with mentoring by a mentor and/or coach. Probationary employees may request in writing to opt out of mentorship or additional observations or both, subject to the approval of their Director of Curriculum, Instruction and Assessment (“DCIA”), although all employees shall have a coach. Those employees who must undergo a second year of probation may not opt out of mentorship.

B. Just Cause

No non-probationary member of the bargaining unit shall be disciplined or terminated without just cause. Discipline shall include formal reprimands in writing, suspensions with or without pay, discharges and terminations. An employee shall not be fined.

C. Progressive Discipline

1. 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.

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

- Step 1: First Written Warning
- Step 2: Second Written Warning
- Step 3: Final Written Warning in Lieu of Suspension
- Step 4: Dismissal

Any written notice of discipline shall include the following:

- A section labeled "Employee Comments."
- 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.

3. Progression of Discipline. The above-listed steps may be bypassed 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 three (3) years of the previous disciplinary action. Except for documented conduct involving students and fellow employees (not including minor conduct such as tardiness, not being responsive to parent emails, using cell phones in class, dress code, or lesson plans), disciplinary action more than three (3) years old may not be used to advance to the next step in the progressive discipline process unless an employee has advanced to a subsequent disciplinary step during the preceding 3 years. Discipline shall be issued no later than 30 calendar days after management knew or should have reasonably known about the alleged conduct.

4. 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-disciplinary meeting scheduled in a written pre-discipline meeting notice. A pre-disciplinary meeting will not necessarily result in discipline. The Principal or DCIA shall administer all steps of the disciplinary procedure through Step 3. The CEO shall administer Step 4 of the disciplinary procedure. The Employer shall provide the bargaining unit employee and the Union with the pre-disciplinary meeting notice at least seventy-two (72) hours in advance of the pre-disciplinary meeting. The pre-disciplinary meeting notice will include a description of the allegation(s) giving rise to the meeting, along with any evidence (subject to the

limitations below) upon which the employer may rely to support the allegation(s). The pre-disciplinary meeting can be rescheduled once at the request of either Party. Within fourteen (14) days of the pre-disciplinary meeting, the Principal or DCIA, or the CEO in cases of dismissal, shall issue a written notice, copying the Union, regarding what disciplinary action, if any, they have decided to take.

5. 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 with any pre-disciplinary meeting notice or disciplinary action, the Employer shall provide the Union and the Employee with any evidence used to support the pre-disciplinary meeting notice or disciplinary action unless the evidence is not in the possession of the employer and cannot be reasonably obtained by the employer, or if directed not to do so by law enforcement, or if providing the evidence would be in violation of the law, provided that the employer shall be responsible for citing the law that would be violated within 5 days of being requested.
6. Professional Administration of Disciplinary Policies and Procedures. In all steps of progressive discipline, all persons shall treat the others with dignity and respect. The principals, DCIA's, and other supervisory personnel shall not reprimand a teacher or other bargaining unit employee in the presence of their colleagues, other teachers or bargaining unit employees, students, or parents. Reprimands and criticism shall be made only in a place ensuring privacy
7. Anonymous Complaints. The Employer shall not issue discipline to any bargaining unit Employee based solely on an anonymous complaint

ARTICLE IX: SAFETY

A. Environment

Bargaining unit employees shall work under safe and healthy working conditions. Bargaining unit employees are expected to use good judgment and common sense in matters affecting health and safety, to observe posted safety rules, and to comply with all applicable safety regulations.

B. Reports to Administration

Bargaining unit employees are responsible for reporting to the Employer any allegedly unsafe circumstance, situation, or event, including any injury. Employees shall report injuries associated with the school whether personally experienced or observed. Management will manage the filling out of a staff or student incident report form, including requesting relevant information from those who observed the injury. There shall be no retaliation for making a good-faith report in accordance with this Article.

C. Investigation

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

D. Assault and/or Battery

Bargaining unit employees will report to the School Administration as soon as reasonably possible any instance of assault and/or battery suffered in connection with the School. Consistent with its obligations under applicable law, the Employer shall comply with any reasonable request from the bargaining unit employee for information in its possession relating to the incident or persons involved. Disciplinary decisions with regard to students shall be at the discretion of the Employer consistent with applicable law and regulations and shall remain confidential so far as legally required.

E. Student Conduct Policies

To ensure the safety of all employees, the Employer and all employees shall enforce all applicable student conduct policies. The student conduct policies shall be posted publicly to the website. All employees shall be trained on the policies and shall be notified if there are any changes to the policies.

F. Safety and Health Guidelines

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

1. The Employer has developed and will consistently apply a school visitor policy that provides for who can access school buildings at what times and for what reasons, and the procedures through which visitor access permission may be secured. Employer shall distribute a copy of this policy to bargaining unit employees.
2. The Employer shall develop policies on fire safety, school lockdowns, school evacuations, and first aid. Bargaining unit employees shall be trained on said policies prior to the conclusion of the first quarter of each school year.
3. The Employer shall ensure that all classroom entry points are lockable, and that 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. School spaces such as the gym and auditorium which are sometimes used to conduct classes will be exempt from this requirement. Employer will also ensure that all classroom entry points meet the regulations of NOLA Public Schools and other governing authorities. In the event that such regulations conflict with this paragraph, the regulations shall be controlling.
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.

5. Any appropriately trained bargaining unit employee may provide or administer medications to students. Under normal circumstances the administration of medication should be referred to the appropriate school personnel (e.g., the school nurse) as identified by the CEO/Principal.

6. The Employer shall ensure that all entry points of all its school buildings are secure. An employee who observes an insecure entry point will secure the entry point or notify the COO or in his or her absence, the facilities manager.

ARTICLE X: GRIEVANCE PROCEDURE

A. 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. Employer acknowledges the desirability of providing employees with a mechanism to raise issues of concern and to address those areas of concern in good faith. As such, the Parties will use the following procedure to resolve grievances. The Union may initiate grievances starting at Step 2 and appeal a grievance at any step of the grievance procedure.

B. Definition of a Grievance

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

C. Representation

The Union shall have the exclusive right to file grievances.

D. 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.

E. Step 1

In the event the conflict is not resolved informally, the Union shall submit a grievance in writing to the Principal over that grade level. Such grievance must be filed within thirty (30) school days of the incident which gave rise to the grievance. A concise, written summary of the grievance shall be submitted, detailing the complaint, and the remedy sought, along with any supporting documents or materials. A conference with the Principal shall take place within seven (7) school 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) school days of the Step 1 conference.

F. Step 2

If the grievance is not resolved, the Union or employee may appeal in writing to the CEO, or their designee, within thirty (30) school 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, the remedy sought, along with any supporting documents or materials. A conference with the CEO, or their designee, shall take place within seven (7) school days of the filing of the written grievance appeal at Step 2. The written response of the CEO, or their designee, to the grievance shall be provided to the employee within seven (7) school days of the Step 2 conference. Grievances concerning discipline shall be initiated at Step 2, unless otherwise agreed by the parties.

G. Step 3

If the grievance is not resolved at Step 2, the Union may appeal in writing to the President of the Board of Directors within fifteen (15) school days of receipt of the written memo from the CEO. Within fifteen (15) school days of receiving the appeal, the Board President, or their designee, may at their discretion facilitate a meeting to attempt to find an acceptable resolution. A written memo will be issued to the employee and the Union Representative designated by the Union as the contact for the grievance within fifteen (15) school days of the occurrence of the conference by the Board President or designee. The Board President's decision shall be final in all cases not pursued to step 4 before a neutral third party.

H. Step 4

If the grievance is not resolved, the Union may advance the grievance to arbitration by notifying the Employer in writing of its demand for arbitration within thirty (30) school days after receipt of the Board President or their designee's written response at Step 3. The Parties shall informally mutually attempt to select an arbitrator within seven (7) school days after the union notifies the employer in writing of its demand for arbitration. If the Parties fail to agree on the selection of an arbitrator within seven (7) school days, the Parties agree to request a panel of arbitrators from the Federal Mediation and Conciliation Service. The party requesting arbitration shall strike the first name. At any time prior to selection, either party may strike an entire panel. Both parties may strike no more than one entire panel.

The arbitrator's decision shall be final and binding upon the Parties and shall be subject to judicial review only as provided by law. 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, including a copy for the arbitrator. The arbitrator shall not have authority to add to, detract from, amend, modify or in any way alter the provision of this Agreement or make a new Agreement.

I. [Intentionally Skipped]

J. Investigation of Grievances

The Employer shall allow a Union Representative (employee or non-employee) a reasonable period of time during the school day to investigate grievances. Investigation of grievances may not interfere with instructional time or duty assignments. If investigations take place during planning periods, teachers will still be responsible for all planning duties to include lesson plans. Prior to the initial conference and upon the request of the Union Representative, 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 (subject to the limitations elsewhere in this Agreement), including all documents supporting the Employer's actions, and shall supplement this production in a timely fashion if additional documents become available. Time allowed shall be confined to investigating grievances that have been brought to the Employer's attention.

K. 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.

Article XI: Performance Review

A. Orientation

Employer will present and explain the evaluation rubric and procedures to all employees during an orientation session at the beginning of each school year, or within two weeks of being hired for mid-year hire bargaining unit employees.

B. Observations

Teachers will continue to be evaluated under the Bricolage Teacher Evaluation Rubric. Any proposed changes to the Bricolage Teacher Evaluation Rubric must first be evaluated by the School Leadership Committee. SLTs will continue to be required, based on state regulations, but the outcomes will not be a part of the teacher evaluation score for Bricolage. Successful and timely entry of required SLT data into Compass CIS is still required. All teachers at Bricolage have a weekly or bi-weekly observation and feedback cycle with their coach which includes: observation, written feedback and a post observation conference/coaching meeting. Two to three times per year, teachers will receive a formal performance evaluation based on cumulative observation data. Prior to receiving their formal scores, both the teacher and coach shall submit their proposed scores on the rubric. The final score shall be the result of a collaborative conversation between the coach and teacher, but the coach shall have the right to decide and issue the final score.

C. Feedback

Written feedback will be provided to the employee at least 24 hours prior to the post-evaluation conference.

D. Evaluator

Bargaining unit employees may informally observe other bargaining unit employees, but employees in bargaining unit positions may not perform for-stakes observations of one another.

E. Remediation

If an evaluator issues an “ineffective” in an individual category or composite rating, the employee will receive an Improvement Plan (“IP”) aimed at assisting the employee to improve their performance. The IP shall specifically identify in writing the areas for improvement with targeted outcomes and/or activities that must be completed in order to address such areas.

1. The remediation period will be no less than 30 working days, with weekly progress monitoring.
2. Employer may only discipline an employee for alleged poor performance after provision of a remediation period and alleged failure to remediate.

F. Evaluation Results - Employee Rights

An employee who is evaluated “Ineffective” or receives an “Ineffective score” will have the following rights:

1. The right to be notified of the Ineffective evaluation result.
2. The right to copies of all documentation relied upon by the evaluator in determining that the employee was ineffective.
3. The right to rebut the evaluation in writing and have the rebuttal become a permanent attachment to the employee’s single, official personnel file.
4. Upon written request within five (5) calendar days of receipt of the Ineffective evaluation result, the right to a reconsideration meeting with the evaluator in order to discuss the evaluation, the reasons for the score, and whether the evaluator will reconsider the determination that the employee was ineffective.
5. Within five (5) calendar days of the receipt of the Ineffective evaluation, or within five (5) calendar days of any reconsideration meeting with the evaluator should the employee request such a meeting, whichever is later, the right to grieve the Ineffective evaluation to the CEO/principal pursuant to the procedures below.

G. Teacher Records

Copies of the evaluation results and any documentation related thereto of any school employee shall be submitted to COMPASS and may be retained by Employer.

H. Grievance of Evaluation Scores

An employee who receives an ineffective rating or score and believes that rating or score to be unreasonable, unfair, or an abuse of the evaluator's discretion may grieve their Ineffective score to the CEO/Principal.

1. The grievance must be in writing, within fourteen (14) calendar days after receipt of the formal evaluation score of ineffective in an individual or composite rating, and set forth the specific, factual reasons why the employee considers the rating or score to be unreasonable, unfair, or an abuse of the evaluator's discretion.
2. Within fourteen (14) calendar days of receipt of a timely grievance, the CEO/principal will conduct a formal grievance hearing.

No later than seven (7) calendar days following the grievance hearing, the CEO/Principal will provide the employee and the Union with a written decision, either affirming or reversing the Ineffective score given by the evaluator.

ARTICLE XII: DUTIES, HOURS, AND WORK YEAR

A. Work Day/Hours

1. Full Time Employment: In general, full-time employment will be for no more than 42.5 hours per week, including 30 minutes of duty free lunch.
2. Option for Reduced Full-Time Hours at Pro-Rated Pay: Employees may request reduced hours at reduced pay, and the School in its discretion may grant such request. Nothing herein will prejudice employee rights under the Americans with Disabilities Act or the Family and Medical Leave Act.
 - a. Employer shall make a good faith effort to accommodate such requests and shall attempt to make up to 10% of bargaining positions available 30-35 hour per week positions; however, the parties recognize that some teaching positions, e.g. core curriculum positions, cannot be performed on a 30-35 hour per week schedule. Employer shall make best efforts to offer such employees the option of changing to a position that can accommodate a 30-35 hour schedule.
 - b. Requests for these positions shall be made on or before March 15, except those who are requesting a reduction in hours after returning from parental leave. For requests based on parental leave, requests should be made 3 months prior to the anticipated leave start date in order to plan appropriately for staffing needs.
 - c. The pay for 30-35 hour positions shall be pro-rated based on the decrease in hours compared to 40 hours. These positions shall include full benefits.

B. Duty Free Lunch

The Union acknowledges that student lunches must be monitored for the safety and well-being of the students. The employer acknowledges the value of employees having time to eat in which they are not expected to supervise students and will provide 30 minutes of duty free lunch which shall be separate from their planning time.

C. Planning Time

Teachers shall have a continuous 60 minute, duty free, self- directed preparation period at least six days during a 2 week period. If a teacher has less than 6 continuous 60 minute, duty free, self directed preparation periods in a two-week period they shall be compensated at the rate of \$40 per hour in 10 minute increments. Employer will make a good faith effort to provide additional self directed planning time when possible.

D. Additional Duties

All faculty and staff may be required to work duty assignments which will be no more than 15 minutes prior to the beginning of the school day or 15 minutes after dismissal begins except as otherwise required by the staff schedule. If any duties for events outside the regular work day exceed the defined number of hours per week, as defined in Article XII, Section A, the staff member shall receive the equivalent number of minutes in the form of reduced non-instructional time within a month.

Home room classroom teachers shall be on duty at their classroom for arrival and dismissal.

E. Substitutes

When a substitute teacher is needed, it shall be the responsibility of management to find the substitute or arrange coverage of the class.

Bargaining Unit members have a right to refuse to cover a class for an absent colleague. With the exception of associate teachers, any bargaining unit member who chooses to cover a class shall be compensated at \$40 per hour in 10 minute increments. Associate Teachers who substitute more than 2 days in a two week period shall receive \$50 per day in additional compensation for covering an absent colleague.

F. Classroom Assignments

Teachers shall be assigned a classroom or regular workspace by the first day of summer professional development.

G. Work Year

The work year for newly hired 10-month employees begins no more than 11 work days prior to the first day of school for students. The work year for returning 10-month employees begins no more than 10 work days prior to the first day of school for students.

The work year for 10 month employees shall end no more than 2 work days after the last student day of the year, provided they have completed all required reporting.

ARTICLE XIII: SCHOOL ENVIRONMENT

A. Teacher Participation

The Parties agree that participatory leadership through workplace collaboration is an essential practice in excellent schools. The Employer and the Union are committed to ensuring participation in discussions that positively impact the students and learning community.

B. New Hire Coaching

To provide support for employees who are new to the school, Employer will provide each new bargaining unit member to be hired at Bricolage with coaching.

C. Diversity, Equity and Inclusion

It is an essential goal of the School to achieve diversity, equity, and inclusion in all activities of the School. The employer will prioritize the hiring of a DEI Coordinator(s).

D. Board of Directors Meetings

Prior to each regular or special meeting of The Bricolage Academy Board of Directors, including committees of the board which are subject to open meeting laws, the Board shall post online, at least 2 school days and at least 48 hours in advance, the public agenda for the meeting and shall, to the extent they are available, email copies of the proposed Board reports listed on the public agenda to an email provided by the Union and the Bricolage Community Association.

E. School Committees

All new committees listed in this agreement shall meet at a time during the work day in which all staff who are on the committee are able to meet, unless, by majority vote, the committee decides to meet outside of school hours.

Two committees will be established at Bricolage with the goal of school improvement through increased teacher voice. These committees will be the School Leadership Committee and the Labor Management Committee. These committees will meet no less than quarterly, unless otherwise agreed to by majority vote of the committee, so that they may present their recommendations to the full faculty at monthly faculty meetings. Minutes of each committee meeting will be taken and a copy of such minutes will be sent to the Board President within five (5) school days of each meeting. The committees may also present their recommendations as necessary at regular Bricolage board meetings, in accordance with applicable rules. This will further facilitate communication between the faculty, administration, and the board.

F. School Leadership Committee

The School Leadership Committee will include at least one (1) representative chosen by the Union, and two (2) representatives by the bargaining unit; two (2) team leads chosen among the three team leads of Pre-K-1 grades, two (2) team leads chosen among the three team leads of 2nd-4th grade, three (3) team leads chosen among the four team leads of 5-8 grades and two

(2) team leads representing SPED/Co-Curricular/Counseling, plus the Chief Executive Officer (“CEO”), Chief Financial Officer (“CFO”), Chief Operating Officer (“COO”), and Principals.

The purpose of the School Leadership Committee is to provide leadership to the school and to facilitate collaboration among all staff, administration, and management to support the inclusion of faculty voice in academic and operational decision-making. The Committee will meet at least quarterly to discuss and shall be authorized, by mutual agreement of a majority of the members of the committee, to make recommendations to improve the operation of the school. A quorum of the committee must include at least two (2) among the CEO, CFO or COO plus one (1) of the Principals.

The School Leadership Committee will meet to discuss matters to include but not be limited to:

1. School Culture, Language justice
2. Academic Policy
3. Duty Schedules, admissions
4. Professional Development
5. Bell schedule and class schedules
6. Horizontal and vertical integration of curriculum
7. Academic dishonesty,
8. Common Planning time
9. Academic programs and curriculum, including efforts to promote culturally-relevant curriculum and the inclusion, where appropriate, of information on contributions of diverse groups such as African-Americans, Latinx, Asian-Americans and other minority groups, including LGBTQIA+, peoples of diverse socio-economic statuses, and women; labor history; and the struggle for human rights and gender equality;
10. The delivery of academic programming and related services, including joint efforts of the Parties to support and implement practices or policies improving the delivery of special education and diverse learner services;
11. Workspace for instructional staff and other employees who provide wrap around services, and;
12. Restorative justice, including student discipline, truancy and health and safety;

G. Labor-Management Committee

A Joint Labor-Management Committee shall be established to confer and attempt to resolve disputes or problems set forth below in this Section in good faith. The Labor Management Committee shall consist of up to three (3) regular Union representatives and up to three (3) regular Employer representatives including the Human Resources Director. The Parties shall each designate their own representatives that shall be named in advance. Should it become helpful to bring additional persons due to matters of specialized concern or expertise from time to time, the party bringing additional persons shall notify the other reasonably in advance of the meeting.

The purpose of the Labor Management Committee is to discuss, explore, and study problems referred to it by the parties in order to facilitate communication between the Employer and the employees with regard to employment issues, relevant school culture and the implementation of this Agreement, to foster a mutually beneficial relationship, and to maintain stable labor-management relations. The Committee shall meet at least quarterly and shall be authorized, by mutual agreement of a majority of the members of the committee, to make recommendations on those problems which have been referred to it, discussed, explored, and studied. A quorum of the committee shall be composed of equal representatives of the Union and Employer.

Decisions made by the Labor Management Committee may be submitted to the Board of Directors or their designee(s) as a proposed Memorandum of Understanding, subject to ratification by both the Employer and the Union; however, the Committee shall have no authority to change, delete, or modify any of the terms of the existing Collective Bargaining Agreement, nor settle grievances arising under the Agreement.

The Joint Labor-Management Committee shall be established for the purposes of meeting to confer about:

1. Terms and conditions of employment affecting any employees
2. Working conditions related to the delivery of academic programs and related services affecting any Instructional Staff, including bargaining unit member evaluations;
3. Other matters concerning terms and conditions of employment not otherwise addressed by a committee established under this Article.

H. Campus Accessibility

To better serve the students of Bricolage, and to assist educators and help them be more effective with their instruction, bargaining unit employees shall have access to their workspaces until 6:45 pm during the workweek. In addition, the School will be open to bargaining unit employees for at least 10 business days prior to the school year and for at least one Saturday per month throughout the school year.

I. [Intentionally Skipped]

J. Team Lead Selection

If there is only one person who shows interest in becoming a team Lead, they shall be appointed by the Employer. If exactly two (2) people express interest in being co-team leads, administration shall appoint those two (2) people as co-team leads. If more than one person expresses an interest in being team lead, there shall be a secret ballot election held by their respective grade levels. If there are more than two candidates, and none of the candidates reaches a majority, a runoff will be held between the top two candidates. In the event of a tie, the principal will vote to break the tie. Team Leads shall vote among their designated grade level or department groupings for who will have a position and vote on the School Leadership

Committee as defined in Article XIII, School Environment, Section F. If there are co-team leads for any team, they shall jointly have one vote for the representative for their grade level or department grouping on the School Leadership Committee.

ARTICLE XIV: COMPENSATION AND BENEFITS

A. Salary Schedule

All Teachers and Academic Interventionists shall be paid on the Teacher salary schedule in appendix A.

Social Workers, Counselors, and Speech Therapists shall be paid on the salary schedule in appendix B

All Associate Teachers will be paid on the Associate Teacher salary schedule in appendix C

All pay scales will be implemented in the 2024-2025 school year.

B. Placement on the Schedule

The employer shall make the determination which step an employee is initially placed on the scale based on the needs of the school, their years of relevant experience and educational attainment. It will be management's discretion to determine what counts as the needs of the school and years of relevant experience. Each applicant shall be provided with a copy of this contract, including the salary schedule at the time an employment offer is made. The union shall be notified upon the hire of a new staff member of the staff member's placement on the scale.

C. Advancement on the schedule

The Employer agrees that the salary schedules attached as addendums number A, B and C will be adhered to and there will be no divergence from the scale once the initial step on the scale is determined. Each year every staff member will advance one step on the scale. If a staff member moves positions they may move to a new scale, if a staff member achieves higher educational attainment they will move to that lane of the scale- if that happens during the course of the school year their salary will increase on a pro-rated basis upon attainment of a new degree.

D. Cost of Living adjustments

If the state provides a pay adjustment during the legislative session, that statewide pay raise shall be included in the scale.

E. Pass through of wages for statewide wage increases

Any time the state passes a statewide pay raise for teachers and support staff, the employer will start paying teachers and staff the increased amount no later than the time required by law or applicable regulation.

The employer agrees that if the raise only applies to K-12 staff, Bricolage will match the raise for Pre-K staff on the updated scale.

F. Paychecks and summer pay

Bargaining Unit Employees who work 10 months in a year have the option to either be paid their pay as they earn it or to have summer pay be reserved on their check to be paid out over the summer months. In the event that an employee opts to have their summer pay reserved to be paid out over the summer months, each of their paychecks will reflect the balance of their summer pay owed.

The final pay check shall be paid as required by law- no later than the next pay period after the employee's final day of employment. The final pay check shall include any accrued summer pay, any accrued unused PTO. If the employee leaves prior to the end of a school year they shall be paid all stipends at a pro-rated pay basis. The calculation of the final pay check shall be provided that explicitly explains how the amounts of the check were calculated.

Paychecks shall be paid on a schedule provided at the beginning of the school year and shall continue to be paid no later than the 15th and the last day of the month.

G. No Docking or Fines

Employees shall not be fined or docked pay or PTO as a disciplinary penalty.

H. Stipends

1. **Seasonal Activities Stipends:** will be paid a \$800 stipend for the season.
2. **Grade Level Leadership stipends:** Grade Level leaders shall be paid a stipend of \$1,600 for the academic year. This stipend can be split among two grade level leaders if desired as defined in Article XIII: School Environment, Section K.
3. **Double Prep:** Middle school teachers teaching advanced level courses in addition to general education courses will be paid a stipend of \$1,600.
4. **Mentorship stipends:** Teacher mentors shall be paid the amount provided by the state in the MFP.
5. **Detention monitors, aftercare, and before care staff hourly compensation:** \$20 per hour.
6. **Substitute teaching (including combining classes):** \$40 per hour.
7. **Translation and Interpretation:** \$50 per hour.

8. **Compensation for leading Professional Development Sessions:** The employer and the union believe that we have talented educators on our staff who have skills and experience to share with each other. The employer shall prioritize having teachers lead professional development sessions at the employer's discretion and teachers shall be provided additional compensation for leading a professional development session in the amount of \$50 per hour. Employer and the employee shall agree on the amount of preparation and presentation time prior to the employee starting work, however, under no circumstances shall preparation time be less than presentation time. The employee will not be compensated for any time that goes over the agreed upon amount.

All stipends in this section will be implemented by January 1, 2024

I. *[Intentionally Skipped]*

J. Benefits

The Employer will pay 80% of the employee's monthly premium for medical, dental and vision insurances and 50% for the employees spouse, children, or family for medical, dental and vision insurances. The employer will attempt to maintain like or better benefits, including at least one high deductible plan that is eligible for a Health Savings account. The employer shall offer a health savings account for employees who choose a high deductible healthcare plan and shall match 25% of employee contributions, up to \$500 per calendar year. In advance of the renewal of group medical insurance, the Employer will provide the Union with options proposed by the Employer's broker(s), discuss such options with the union, and if the Union requests, the Employer will have its broker(s) meet directly with Union representatives to review options presented and explore whether other options are available that are agreeable to both parties.

Short Term Disability, Long Term Disability, Group Life and AD&D policies:

The Employer will also pay 100% of the employee's monthly premium for short-term disability, group life and AD&D policies.

If offered, employees may opt into and pay for through a payroll deduction:

- Supplemental Life/AD&D Insurance
- Accident Insurance
- Critical Illness Insurance
- Cancer Insurance

K. Retirement

Bricolage Academy will make retirement contributions at a rate of 6% of an employee's earnings. Employees must work at Bricolage Academy for three (3) years in order to be fully vested in the plan and receive Bricolage Academy's portion of their retirement contributions upon departure from the organization. Employees shall be half vested (50%) after working at Bricolage for two (2) years and partially vested (25%) after working at Bricolage for one year. Employees may contribute additional funds to this account up to the legal limit and any employee contributions will be retained regardless of time employed at Bricolage Academy.

L. Reimbursement of Expenses

Expenses will be reimbursed within 1 month of submitting for reimbursement.

M. Student Loan Forgiveness Documentation

The employer will maintain and make available upon request needed documentation of employment certification for all government loan forgiveness programs. When employees leave their employment with the employer they shall be provided as part of their final paperwork, the employment verification for all government loan forgiveness programs. The Employer will offer a Student Debt Clinic, which educates employees on potential public student loan forgiveness programs.

N. Support for attaining and maintaining Louisiana Teaching Certification

The Employer and the Union recognize the importance of attaining and maintaining a Teaching Certification for the quality of education in our school and the investment in the careers of the educators at our school. In an effort to assist educators in getting and maintaining their certification, including Teachers, Associate Teachers and other non instructional staff who are working to become teachers, the employer shall provide the following support:

1. Payment of all processing fees to the Louisiana Department of Education for transfer of certification from another state, for application for certification or related fees.
2. Reimbursement for Praxis CORE and Praxis II Content Knowledge Exam fees. If the exam is not passed on the first try the employer will not reimburse any additional fees on the same exam.
3. The employer will ensure that observations SLT's and evaluations for every teacher are entered into Compass each year.

O. Professional Development Leave and Support

The employer provides job-embedded professional development and employees are also encouraged to find development opportunities independently. Any requests for funding for professional development activities must be approved by the employer.

ARTICLE XV: LEAVE PROVISIONS

A. Personal/Sick Leave

Employees are expected to make choices in the best interest of the organization, which includes recognizing the need for their own self-care. With that, personal/sick leave should be taken on an as needed basis, using one's own best judgment.

Employees are provided Paid Time Off (PTO) at the start of each school or Fiscal Year on the following basis:

10-Month Employees: 10 days per School Year

12-Month Employees: 12 days per Fiscal Year

Employees who start after the beginning of the year or leave before the end of the school or fiscal year based on their position will be pro-rated the amount of PTO for their position. If an employee leaves before the end of the school year and has used more PTO than would be allotted based on the pro-ration of their PTO the overage will be reduced from their final paycheck at a proportional daily pay rate. The calculation for the proportional rate of daily pay is as follows: total work days in the school year divided by the employee's salary is equal to their proportional daily pay rate.

Employees may request the donation of PTO days from their colleagues. Employees may donate up to 2 days from their PTO bank to a colleague each semester, or 4 total in a school year.

B. Pay out for unused PTO

To encourage attendance, at the end of each school/fiscal year, any remaining PTO balance will become compensation to the employee at their proportional daily pay rate for up to five days of PTO. This compensation will be issued on the final paycheck of the school year or the June 30th paycheck. Employees who cease employment before the end of the school year will be compensated for unused PTO in their final paycheck at their proportional daily pay rate.

Employees may choose to roll over up to 5 days of PTO to the next school year. Employee's PTO balance cannot exceed 15 days.

In circumstances when a personal appointment requires an employee to leave work for less than one full day, the following calculations will apply.

2 – 4 hours: 0.5 PTO days

4+ hours: 1.0 PTO days

C. Tardiness

Being on time for work means being present in the Morning Circle, professional development meeting or parent teacher conference every morning. Each employee is given an eight (8) minute grace window after their scheduled time to clock in. If an employee does not clock in within that window, that employee will be determined tardy for the day.

If an employee is at Bricolage in a timely manner, but has failed to clock in OR out, he or she should promptly e-mail Human Resources so that the Human Resources Manager may manually adjust his or her time.

Neither tardiness nor failing to sign in or out should be constant or recurring issues. Management shall notify an employee in writing each time they are tardy. After an employee's fifth (5th) tardiness offense in a year, the following disciplinary progression will apply:

- 6th Offense – Verbal Warning
- 7th Offense – Written Warning
- 8th Offense – Second written warning
- 9th Offense- Final written warning
- 10th Offense – Up to Termination at management's discretion

The employer will consider extenuating circumstances in disciplinary action related to tardiness. If disciplinary action related to tardiness does not progress from one step to the next in the course of 10 weeks, the disciplinary action will be removed from consideration.

D. Pandemic Leave

With appropriate documentation, the employer shall grant up to 5 additional leave days per calendar year and shall comply with all government regulations in the event that an employee contracts a virus that has been declared a pandemic by the CDC.

E. Parenting Leave

After working at Bricolage Academy for a minimum of 12 months or 1,250 hours, all full-time employees are eligible for paid parenting leave when a new child joins his/her family.

The primary caregiver (must be a Bricolage Academy employee) of a biological or adopted non-school aged child is eligible for 12 weeks of paid leave after the birth or adoption of the child.

The secondary caregiver (must be a Bricolage Academy employee) of a biological or adopted non-school aged child is eligible for twenty (20) days of paid leave after the birth or adoption of a child, to be used within 1 year of the child's birth or adoption.

Employees who have been employed with Bricolage Academy for under one full year are entitled to standard disability benefits of 6-8 weeks at 60% pay. Secondary caregivers who have

been employed with Bricolage Academy for under one full year are entitled to ten (10) full days of paid time off, to be used within 1 year of the child's birth or adoption. The Family and Medical Leave Act (FMLA) requires Bricolage Academy to hold an employee's job for up to 12 weeks if they have been employed for more than one year, and if an employee who is a secondary caregiver chooses, they may take the additional ten weeks of leave as unpaid leave.

In cases where the Bricolage Academy employee takes new child leave in conjunction with giving birth to the child (as opposed to adoption, fostering, or being the partner of a woman giving birth), the employee will be required to complete the necessary paperwork for pregnancy-related disability payments. The employee's salary while on paid leave for up to 12 weeks will thus be composed of disability payments from the insurer and a reduced salary payment from Bricolage Academy that will total the employee's regular salary. If the employee fails to complete the disability paperwork, Bricolage Academy will still only pay the reduced portion of salary, which is 40% of standard weekly earnings for up to 6-8 weeks, depending on the type of birth.

Employees will be returned to the same or equivalent job with equivalent pay and benefits after new child leave. While on leave for up to 12 weeks, employees will continue to receive health benefits at the same level and under the same conditions as if the employee had continued to work. For any leave requested beyond 12 weeks, benefits may be suspended or covered entirely at the employee's expense.

Full-time employees requesting new child leave who have worked at Bricolage Academy for less than 12 months may only receive a percent of their wages under their short-term disability policy if eligible. Employees will be returned to the same or equivalent job with equivalent pay and benefits after the approved new child leave ends.

Part-time employees and contractors are not eligible to receive disability coverage or new child leave through Bricolage Academy. Employees should discuss the specifics of their situation with the Human Resources Manager, including length of unpaid leave and job guarantee.

Employees who are already on Bricolage Academy's medical plan may add their new child to Bricolage Academy's benefit policies as long as change forms are submitted to the insurance carrier within 30 days of the child's birth or adoption. Employees will be required to pay additional premium costs with the addition of a child to their benefits plans.

Raises, bonuses, and stipends that are scheduled to occur during the leave will not become effective until the employee returns to active employment and then only if the employee is returned to the same or equivalent job with equivalent pay.

Employees should complete the Leave Request Form at least two months prior to the date of leave to ensure a smooth transition. For 10 month employees any time between school years will not count toward parental leave limits.

All employees who are on new child leave are asked to check in with their supervisor every two weeks via email to confirm their intent to return to work.

New child leave is concurrent with, not in addition to, Family and Medical Leave.

It is the policy of Bricolage Academy to provide equal treatment to all employees in regard to new child leave without regard to race, color, religion, sex, sexual orientation, gender identity and expression, national origin, ethnicity, age, disability, marital status, military service status, or any other protected classification.

F. Lactation Breaks

In addition to following all laws related to lactation breaks, the employer agrees that while an employee is breastfeeding their child, the employee will be allowed reasonable breaks to express their breast milk and will provide a space that is private and clean to do so as well as a space to store the breastmilk.

G. Family and Medical Leave

The employer shall follow the provisions of the Family and Medical Leave Act.

H. Bereavement Leave

All full-time employees are eligible for 5 paid leave days in the event of a death in their immediate family. For the purposes of this policy, immediate family member shall include a spouse or partner, child, parent, grandparent or sibling or the child, parent, grandparent or sibling of a spouse or partner.

I. [Intentionally skipped]

J. Jury and Witness Duty Leave

Bricolage encourages employees to fulfill their civic responsibilities by performing jury duty or serving as a witness when issued a subpoena. If an employee is called to serve for jury duty, he or she must bring his or her notice to the Chief Executive Officer and Human Resources Manager immediately upon receipt of the notice. Depending on the operational needs of the School, Bricolage may request that employees attempt to reschedule or be excused from jury duty. Employees will not be terminated or penalized for an absence due to jury duty.

Employees are expected to report to work whenever the court schedule permits, such as if they are released early from jury duty on any day(s). Bricolage will provide employees with their regular rate of pay for the first four weeks of jury duty absence; in any subsequent weeks of absence, employees may accept any fees paid to jurors by the court. Bricolage also will

continue to provide health insurance benefits to employees for the full term of jury duty absence. No employee will be penalized for a jury duty absence.

ARTICLE XVI: HIRING/LAYOFF AND RECALL

A. Job Postings/Vacancies

1. Posting. Whenever the Employer intends to fill a job vacancy as defined below, a notice of such vacancy shall be sent by email to all bargaining unit members. The vacant position shall be filled no sooner than fifteen (15) school days after the email notification is sent, except as otherwise allowed by this Article, and except where exigent circumstances exist. 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 any 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 may post the vacancy externally at the same time it is posted internally.

Mid-year bargaining unit position vacancies may be filled in under fifteen (15) school days if all qualified bargaining unit member applicants have been allowed reasonable time to apply or where exigent circumstances exist.

2. Temporary Vacancies. Temporary vacancies are defined as job vacancies that may periodically develop in any job classification that do not exceed thirty (30) days.
3. Limitation on Filling Vacancies with Temporary Employees and/or Substitute Teachers. Except in the case of exigent circumstances, the Employer may not fill any job vacancy with a temporary employee or substitute teacher for more than fifteen (15) school days.

B. Hiring Committee

When positions come open, employee members of the relevant department will be present for any interviews to fill the position.

C. Layoff/Recall

1. Procedure. Should layoffs be necessary, the Employer shall take into account performance and seniority.
2. Recall. A bargaining unit employee who has been laid off shall be entitled to recall for a period of three (3) years from the date of layoff, provided that a vacancy that s/he is qualified is created at the school.

3. Notice. The Employer shall notify the Union as soon as the layoff decision is made by Employer's Board of Directors, but no less than 70 Days for a planned layoff prior to the effective date of any layoff, and shall meet with the Union to share its rationale for the layoff and 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 as much notice as is practical, but no less than 60 days notice for a planned layoff by the Employer prior to the effective date of the layoff.

The parties acknowledge that advance notice of an unplanned layoff may be impossible during exigent circumstances; notwithstanding, the employer agrees to provide as much notice as practicable in such circumstances and will provide at least 14 days of severance pay regardless of any circumstances.

Exigent circumstances include but will not be limited to: a natural disaster or weather event rendering normal school operations impractical due to damage to school facilities, or unavailability of basic utilities such as electricity, or due to dislocation of students and/or employees so as to be unable to attend school or come to work; or unplanned loss of the school's charter; or significant adverse impact on the school's financial resources resulting from state or legislative action. Notice under the foregoing circumstances will be provided as soon as practical.

ARTICLE XVII: NO STRIKE/NO LOCKOUT

There shall be no primary or secondary strike by the Union or lockout by the Employer during the term of this Agreement.

ARTICLE XVIII: MISCELLANEOUS

A. Severability

In the event any provision of this Agreement (a) shall at any time be contrary to law; or (b) is found to be invalid by operation of law or by a decision of a tribunal of competent jurisdiction; or (c) is rendered invalid by reason of subsequently enacted legislation; or (d) if compliance with or enforcement of any provision should be restrained by a tribunal of competent jurisdiction pending a final determination as to its validity, then the provision or provisions shall be of no force or effect, but the remainder of this Agreement shall continue in full force and effect.

If a provision of this Agreement is rendered ineffective for any of the reasons specified above, the Employer and the Union shall, within 30 school days thereafter, commence negotiations to seek resolution of any problem caused thereby.

B. Successors and Assigns

The Employer shall notify the Union in the event that its charter agreement with the Orleans Parish School Board becomes invalid for any reason. This is not an agreement by either party to forfeit or exceed commitments as established by the NLRB and relevant labor law.

C. Grants

Grants that relate to academic programs and that specify additional compensation will align with the stipend rates described in Article XIV: Compensation and Benefits, Section H. Stipends. If the grant specifies an amount that exceeds the Stipend schedule, the grant amount shall be the amount paid, if the grant specifies an amount below the Stipend schedule, the employer will pay the stipend at the rate described in Article XIV: Compensation and Benefits, Section H. Stipends.

D. Existing Benefits

All existing benefits, terms and conditions affecting members of the bargaining unit not altered or removed by this Agreement shall remain in effect.

E. Reopener

In addition to reopening negotiations in accordance with the severability clause described in Section A of this Article, the Parties may also reopen negotiations of any section of this Contract by mutual agreement in writing.

F. Zipper Clause

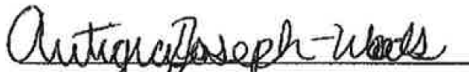
The parties acknowledge that during the negotiations which resulted in the Agreement each had unlimited right and opportunity to make demands and proposals with respect to any subject or matter within collective bargaining and the agreements arrived at after the exercise of that right are set forth in this agreement. Therefore, except by their mutual agreement otherwise, the Employer and the Union for the life of this Agreement each voluntarily and unqualifiedly waive the right to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement.


ARTICLE XIV: DURATION

This agreement becomes effective on the 12 day of April, 2024 and shall continue in full force and effect until its expiration date exactly 3 years later, on the 11 day April of 2027. The agreement shall be automatically renewed from year to year thereafter unless either party gives notice, in writing, to the other party at least ninety (90) days prior to the expiration date of this Agreement, or the expiration date of any renewal period, of its intention to change, terminate or modify the agreement. However, once such notice has been given, extensions may

be agreed to with the written approval of both parties. Where such notice is given, then the parties shall endeavor during said ninety (90) day period to negotiate an Agreement in good faith and if none is reached, then this Agreement shall terminate and come to an end.

ENTERED INTO on this, the 12th day of April, 2024.


Antigua Joseph-Woods
Chief Executive Officer
Bricolage Academy


Dave Cash
President,
United Teachers of New Orleans,
AFT Local 527

Appendix A: Teacher/Academic Interventionist Pay Scale

Years of experience	Bachelors	Masters	PhD
0	\$49,100.00	\$50,500.00	\$51,900.00
1	\$50,300.00	\$51,700.00	\$53,100.00
2	\$51,500.00	\$52,900.00	\$54,300.00
3	\$52,700.00	\$54,100.00	\$55,500.00
4	\$53,900.00	\$55,300.00	\$56,700.00
5	\$55,100.00	\$56,500.00	\$57,900.00
6	\$56,300.00	\$57,700.00	\$59,100.00
7	\$57,500.00	\$58,900.00	\$60,300.00
8	\$58,700.00	\$60,100.00	\$61,500.00
9	\$59,900.00	\$61,300.00	\$62,700.00
10	\$61,100.00	\$62,500.00	\$63,900.00
11	\$62,300.00	\$63,700.00	\$65,100.00
12	\$63,500.00	\$64,900.00	\$66,300.00
13	\$64,700.00	\$66,100.00	\$67,500.00
14	\$65,900.00	\$67,300.00	\$68,700.00
15	\$67,100.00	\$68,500.00	\$69,900.00
16	\$68,300.00	\$69,700.00	\$71,100.00
17	\$69,500.00	\$70,900.00	\$72,300.00
18	\$70,700.00	\$72,100.00	\$73,500.00
19	\$71,900.00	\$73,300.00	\$74,700.00
20	\$73,100.00	\$74,500.00	\$75,900.00
21	\$74,300.00	\$75,700.00	\$77,100.00
22	\$75,500.00	\$76,900.00	\$78,300.00
23	\$76,700.00	\$78,100.00	\$79,500.00
24	\$77,900.00	\$79,300.00	\$80,700.00
25	\$79,100.00	\$80,500.00	\$81,900.00

Appendix B: Speech Language Pathologist/Licensed Clinical Social Worker/Licensed Professional Counselor Pay Scale

Years of experience	Bachelors	Masters	PhD
0	\$55,500.00	\$56,900.00	\$58,300.00
1	\$56,700.00	\$58,100.00	\$59,500.00
2	\$57,900.00	\$59,300.00	\$60,700.00
3	\$59,100.00	\$60,500.00	\$61,900.00
4	\$60,300.00	\$61,700.00	\$63,100.00
5	\$61,500.00	\$62,900.00	\$64,300.00
6	\$62,700.00	\$64,100.00	\$65,500.00
7	\$63,900.00	\$65,300.00	\$66,700.00
8	\$65,100.00	\$66,500.00	\$67,900.00
9	\$66,300.00	\$67,700.00	\$69,100.00
10	\$67,500.00	\$68,900.00	\$70,300.00
11	\$68,700.00	\$70,100.00	\$71,500.00
12	\$69,900.00	\$71,300.00	\$72,700.00
13	\$71,100.00	\$72,500.00	\$73,900.00
14	\$72,300.00	\$73,700.00	\$75,100.00
15	\$73,500.00	\$74,900.00	\$76,300.00
16	\$74,700.00	\$76,100.00	\$77,500.00
17	\$75,900.00	\$77,300.00	\$78,700.00
18	\$77,100.00	\$78,500.00	\$79,900.00
19	\$78,300.00	\$79,700.00	\$81,100.00
20	\$79,500.00	\$80,900.00	\$82,300.00
21	\$80,700.00	\$82,100.00	\$83,500.00
22	\$81,900.00	\$83,300.00	\$84,700.00
23	\$83,100.00	\$84,500.00	\$85,900.00
24	\$84,300.00	\$85,700.00	\$87,100.00
25	\$85,500.00	\$86,900.00	\$88,300.00

Appendix C: Associate Teacher Pay Scale	
Years of experience	Salary
0	\$37,110
1	\$37,960
2	\$38,810
3	\$39,660
4	\$40,510
5	\$41,360
6	\$42,210
7	\$43,060
8	\$43,910
9	\$44,760
10	\$45,610