

**UNITED TEACHERS OF NEW ORLEANS**  
**DRAFT CONTRACT PROPOSAL**

**Revised March 18, 2015**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015 by and between Advocates for Academic Excellence in Education, Inc. which operates the charter for Benjamin Franklin High School, located in New Orleans, which together with its Board of Directors, managers, principals and administrative staff shall be referred to in this Agreement as “the Employer.” (hereinafter referred to as the “Employer,” “AAEE” 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 as collectively designated as the “Employees.”

**W I T N E S S E T H**

**WHEREAS**, the Employer recognizes the Union as the sole collective bargaining representative for the Employees covered by this Agreement as hereinafter provided; and

**WHEREAS**, the School and its Employees are furnishing an essential service which is vital to the health and welfare of the student population; and

**WHEREAS**, it is the intent and purpose of the parties hereto that this Agreement promote and improve the mutual interests of student excellence at the School as well as of its Employees, to promptly and peacefully resolve any disputes and differences between the parties, and to set forth herein this agreement covering rates of pay, hours of work and conditions of employment;

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties agree as follows:

**ARTICLE I. PURPOSE**

The purpose of this agreement is to promote a harmonious relationship between faculty and administration while seeking excellence for our students by establishing methods, policies, procedures, and organizational structures that allow the parties to work collaboratively for the benefit of our students and the long-term health of Benjamin Franklin High School. We recognize the values of fairness, transparency, and employment security as essential for attracting and retaining quality faculty in service of the Franklin mission: “to prepare students of high academic achievement to be successful in life.”

## **ARTICLE II. RECOGNITION**

The Employer and the Union agree that the single unit of employees appropriate for collective bargaining (“Bargaining Unit”) shall consist of all full-time and part-time professional instructional employees employed by AAEE at Benjamin Franklin High School including, but not limited to, the following job classifications: teachers, guidance counselors, college/academic counselors, nurse, librarian, and social worker. All administrative, supervisory, managerial employees, temporary employees, and the following specific positions or their equivalents are excluded from the Bargaining Unit:

1. Chief Executive Officer/Principal;
2. Assistant Principal of Academics;
3. Assistant Principal of Operations;
4. Assistant Principal of Advanced Placement
5. Director of Advancement;
6. Chief Financial Officer
7. Director of Admissions;
8. Security Officers
9. Human Resources/Accounting Coordinator
10. Maintenance Employees;
11. Study hall proctors; and
12. Administrative Staff, including but not limited to, Executive Assistant, Office Manager, Admissions Secretary, Guidance Secretary and other administrative Employees

A temporary employee is one who is hired for an academic school year or less and is so informed at the time of hire. Typically, a temporary employee is one (a) who is hired to perform duties related primarily for a special project or (b) who is hired primarily to replace an employee who is on vacation or leave of absence. An employee may be rehired as a temporary employee for a second academic year and retain the temporary status. Temporary employees, study hall teachers and non-instructional employees shall not be covered by the terms and conditions of this Agreement during his/her period of employment.

### **ARTICLE III. ACADEMIC FREEDOM**

Our classrooms are places where the needs and aspirations of the students are at the center of all decisions driving high quality teaching and learning. It is the intent of the parties to assure that students benefit from academic freedom in the classroom. Academic freedom shall mean that teachers are free to present instructional materials which are pertinent to the subject and level taught, within the outlines of appropriate course content and within the planned instructional program as determined by normal instructional and/or administrative procedures and as finally approved by the administration of the school. Academic freedom shall also mean that a teacher shall have freedom of discussion within the classroom on matters which are relevant to the subject matter under study and within their area of professional competence, assuming that all facts concerning controversial issues shall be presented in a scholarly and objective manner, and assuming that all discussion and presentation shall be maintained within the outlines of appropriate course content, be pedagogically justifiable, and be subject to standards of good taste.

It is the intent of the parties that this Article shall not apply to routine differences of opinion or disagreements among the faculty or between the faculty and the Administration regarding curriculum methodology, selection of materials, or conduct of classroom teaching, and shall not apply to criticisms and critical analysis resulting from the normal evaluation of classroom teaching performance, but shall be utilized only to process claims that academic freedom, has been clearly and positively breached by some specific, definitive act or order of the Employer.

Teachers shall utilize methodology, information and materials that are appropriate to the students' ability, maturity and social development/physical needs. Such methodology shall be reasonably within the accepted principles of current pedagogy. Teachers shall follow the designated subject matter curriculum and education objectives and departmentally determined instructional programs. If deficiencies are noted, teachers may be directed to change or adapt methodology information or materials.

All employees shall retain the right to speak publicly on any matter of concern before any public body, with the media, or with any public official, so long as employees do not represent themselves as speaking on behalf of Benjamin Franklin High School without authorization. Nothing in this Article shall be construed to deny employees of any right to freedom of speech they would otherwise enjoy under law.

#### **ARTICLE IV. NON-DISCRIMINATION**

In the application of provisions of this Agreement or Employer regulations and policies affecting terms and conditions of employment, there shall be no discrimination by the Employer in its recruitment programs, hiring practices, dismissal procedures, or in any other terms or conditions of employment, nor shall the Employer discriminate against any person on the basis of race, creed, color, age, sex, national origin, marital status, veteran status, disability, sexual orientation, gender identity or expression, civil union status, domestic partnership status, parental status, genetic information, refusal to submit to a genetic test or make available the results of a genetic test, membership or participation in, or association with the Union, union activities, or any status protected by law.

The Employer and the Union will comply with all the applicable City, State and Federal law regarding employment.

However, nothing in this Article shall constitute a waiver of a bargaining unit Employee's rights to bring a discrimination claim to an appropriate government agency, or in a court of competent jurisdiction.

## **ARTICLE V. EMPLOYER RIGHTS**

The Employer retains all powers and authority to direct, manage and control the campus(es) except to the extent that any such power or authority is expressly contrary to any provision of this Agreement or applicable law. The Employer will exercise its powers and authority collaboratively and will consider input from Bargaining Unit Members, but final decisions will rest with the Employer except as explicitly otherwise set forth in this Agreement. For example, the Employer expressly reserves the following rights and authority:

- To determine Employer's mission, goals, program design and methodologies for fulfilling them;
- To take such steps as are necessary or appropriate to fulfill Employer's contractual obligations to Orleans Parish School Board, its charter, and applicable law;
- To establish educational policies with respect to admitting and educating students, including without limitation methods for ensuring the rights and educational opportunities of all students;
- To determine staffing patterns and design, including as necessary any decision to lay off or reduce its workforce; the Employer agrees to take into account performance standards and seniority in making any layoff decisions.
- To determine the number and types of bargaining unit members and other personnel required;
- To operate the school, including creating, moving or modifying facilities;
- To determine methods of raising revenue, reserving assets, determining budget, expenditures and reserves, budget procedures and budget allocations;
- To contract with any third party for one or more services otherwise performed by Bargaining Unit Members including without limitation the procedures for obtaining such contract and the identity of the third party, but not for the purpose of replacing a position held by an existing Bargaining Unit Member;
- To determine final oversight for curriculum, class size, class staffing and assignment, class schedules, academic calendar, hours and places of instruction and/or student assessment policies;
- Assignment of additional duties other than department head;
- To make and implement decisions concerning use of extracurricular duties and determination of staffing, duties and performance of such positions after union recommendation of employees to staff positions;

- To make and implement experimental or pilot programs and decisions concerning use of technology to deliver educational programs and services and staffing to provide the technology;
- To take action on any matter in the event of an emergency;
- 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 UTNO about whether any such rule is inconsistent with this Agreement may be challenged by UTNO under article XII of this Agreement.
- To take action or to amend, modify or resend any work rule, policy or practice on any matter in the event of an emergency or safety concerns or when failure to act would result in a violation of applicable law or possible cessation of operation of the School. If the modification results in a permanent change to working conditions, and, if requested by UTNO, the employer agrees to negotiate the modification in a timely manner.
- To have the exclusive right to hire, suspend, promote, appoint, demote, discipline, discharge, direct, and schedule the work force;
- To create, combine or abolish job classifications and to determine job content descriptions and qualifications;

The exercise of the Employer's powers, rights, authority, duties, and responsibilities, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

The Employer's failure to exercise any power, function, authority, or right in a particular way will not be deemed a waiver of the Employer's right to exercise such power, function, authority, or right in a different manner, or preclude the Employer from exercising such power, function, authority or right in the future.

The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. During the course of normal business the employer may find it necessary to change school policy or school operations. When the employer wishes to make a change to their current policy or practice and that change would alter the legally mandatorily negotiable conditions of employment for bargaining unit members, the employer shall notify the union of such changes. After being notified by the employer of proposed changes to the legally mandatorily negotiable conditions of employment, the Union at its discretion may accept the proposed changes, or may order the proposed changes be sent to the Labor Management committee for the process outlined in article XIV of this agreement.



## **ARTICLE VI. SAFETY**

The parties recognize the importance of providing a safe environment for students and staff. In recognition of this, both the Employer and Employees agree to adhere to safety regulations as dictated by federal and state agencies as well as those set forth in the Employer's policy.

Employees shall immediately report any unsafe work condition within the School or related to their position. The Employer shall provide assistance to Employees, when possible, to prevent injury and/or loss of property.

## **ARTICLE VII. UNION RIGHTS**

### **Bargaining Unit Representatives**

The Union will provide in writing to the Board President the names of up to four bargaining unit members serving 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.

### **Access**

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 Employee mailboxes and email systems. The Union Representative shall provide to the administration copies of all notices to be posted prior to posting on the bulletin board. All posted materials shall be subject to the Employer's policies and procedures.

The Employer has a right to monitor physical access, mailboxes, emails, and all communications on its premises at any time. Neither Employees nor the Union has any legitimate expectation of privacy in any communication on or over any Employer system. The Employer reserves the right to disable or suspend the Unions' use of its systems and facilities during the pendency of any labor dispute with the Union.

Upon arriving on the work site, the Representative shall notify the administration of his/her arrival. Representatives shall not 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 and duty-free periods.

Union officials who are not employees of the school may request admission to the school to meet with members of the bargaining unit as provided in this Agreement and outside of class periods.

### **Union Dues Collection**

Upon receipt of a signed union authorization card indicating the consent of the Employee involved, the Employer shall deduct from the Employee's pay the dues payable by him or her to the Union during the period provided for in said authorization. The Union shall inform the Employer in writing of the amount of dues to deduct from each member prior to the first pay period fifteen (15) days after ratification of this agreement, and shall also notify the Employer of any change in the rates of membership dues in writing.

Deductions shall be made from the first pay cycle fifteen (15) days after receipt of the authorization and from each subsequent check unless countermanded by the Employee in writing to the Employer. The Employer shall forward copies to the union of any documents in writing submitted to the Employer the next time at which deductions are remitted.

All dues deductions shall be remitted to the Union within fifteen (15) days after the beginning of the month following the prior months' deductions. The Employer shall furnish the Union with a record of those for whom deductions have been made and the amounts of the deduction.

Any Employee wishing to discontinue payments of union dues shall furnish the Employer with notice in writing at least fifteen (15) days prior to cessation of withholdings.

The Union shall indemnify, defend, and hold the Employer harmless from any liability, loss, or expense arising out of any claim, suit, judgment, or attachment arising out of the application of this Article.

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.

### **Information**

Prior to each regular or special meeting of AAEE's Board of Directors, including committees of the board which are subject to open meeting laws, the Board shall post online 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, the Parent Association, and the Alumni Board.

### **Meetings**

The Employer shall permit the Union to use building facilities for meetings for matters relevant to the Benjamin Franklin faculty and for professional development workshops during hours when school is open to faculty, subject to availability, but when classes are not in session.

During the orientation week prior to students' return, the Union will be given 30 minutes to address the faculty. During regularly scheduled faculty meetings, the Union will be given 5 minutes to address the attendees.

## **ARTICLE VIII. PERFORMANCE REVIEW**

Employee performance shall be evaluated on an annual basis. The three components of teacher evaluation to be scored are:

1. Documented student learning currently embodied in the Compass Student Learning Targets (SLTs). Two to four SLTs may be entered into the system by the teacher. An average score of 2.5 (on a scale of 4) for SLTs is “passing.”
2. Classroom observations using the Compass observation rubric as refined by the BFHS faculty in professional development sessions. One full period observation for purposes of this evaluation must be announced at least 48 hours in advance. Each observation shall be followed timely by a conference between the teacher and the evaluator to collaboratively discuss the observation and any necessary improvements in performance. At the conclusion of the observation review meeting following the first observation of the year, a probationary employee or an employee on academic warning may elect to designate that observation a “practice” evaluation and then be observed again. In such case, the “practice” observation shall not count toward evaluation. A minimum of 130 minutes of instruction will be observed. An average score of 2.5 (on a scale of 4) for observations is “passing.”
3. Professional Responsibilities

Scores from the following four areas will be averaged to compute the Professional Responsibilities score.

### **A. Certification**

Any uncertified teacher and administration shall cooperate to meet the requirements of outside agencies for teacher certification. The Employer will provide complete and accurate information about the options for certification. The uncertified teacher shall pursue certification in earnest, beginning classes no later than after his or her second year of employment, unless a later start date is agreed to.

A certified teacher may teach up to two courses outside their area of certification without penalty in school evaluations. Such a teacher and administration may agree to pursue additional certification.

Scoring:

- 4 fully certified in all but two of courses currently teaching.
- 3 not certified in more than two of courses currently teaching, enrolled in a certification pathway or program and in their first two years at Franklin.

- 2 not certified in more than two of courses currently teaching, enrolled in a certification pathway or program after second year at Franklin.
- 1 not certified in more than two of courses currently teaching and not enrolled in a certification pathway or program.

The evaluation penalties of this subsection may be waived by the Labor Management Committee for cause, such as exigent scheduling needs or lack of available certification programs in a subject area.

B. Maintenance of Records

Grade entry evaluation shall be assessed on progress reporting dates announced in advance and shall be based on a minimum average of one grade per week. Meeting deadlines for submission of official 504, IEP, and Gifted documentation shall be similarly evaluated. Specific documents and dates must be specified in writing by administration.

Daily attendance evaluation shall be based on number of late daily attendance reports according to the following deadlines: homeroom attendance due by end of homeroom period; periods 1 and 2 attendance due by 11:45; periods 3 and 4 attendance due by 2:45. An attendance report shall only be considered missed if all necessary information systems are working properly during the time period in question.

Scoring:

- 4 meets all minimum grade requirements by progress report dates (1 grade per week); has fewer than 3% of classes with late daily attendance reporting; and meets all deadlines for submission of required documents including official 504, IEP, and Gifted documentation.
- 3 does not meet requirements for a score of 4, but: has at least 85% of required grades by progress reports dates; has fewer than 5% of classes with late daily attendance reporting; and meets all deadlines for submission of required documents including official 504, IEP, and Gifted documentation within 5 days of deadline.
- 2 does not meet requirements for a score of 3, but: has at least 75% of required grades by progress reports dates; has fewer than 10% of classes with late daily attendance reporting; and meets all deadlines for submission of required documents including official 504, IEP, and Gifted documentation within 10 days of deadline.

1 fails to meet the requirements for a score of 2.

C. Professional Development

Participation in the equivalent of two days of school-level professional development (PD) is required of all teachers. Further, one additional day of PD that advances subject mastery or instructional methods is required. A variety of supported PD options shall count toward satisfying the requirements of this section. Examples include: teaching AP workshop or curriculum workshop or teaching methods workshop; reading for AP exam or other academic exam; presenting a scholarly paper in subject or in education; attending AP workshop or curriculum workshop or teaching methods workshop; attending sessions at professional conference in subject or in education. Teachers shall have determination of PD useful and meaningful for them among choices approved by academic administration.

Attendance at school-level PD shall be excused in cases of FMLA leave or family bereavement.

Scoring:

- 4 participates fully in all school-level PD and advances mastery of subject area or instructional methods with the equivalent of at least one day additional PD as described above.
- 3 does not meet requirements for a score of 4, but: participates fully in all school level PD and at least one-half day additional PD as described above; or, participates in at least one day of school-level PD and at least one day of additional PD as described above.
- 2 does not meet requirements for a score of 3, but: participates in at least one day of school-level PD and at least one-half day additional PD as described above.
- 1 fails to meet the requirements for a score of 2.

D. After-School Meeting Attendance

Teachers are required to attend fully all report card conferences (not to exceed 3 per year), all after-school faculty meetings (not to exceed 10 per year), Falcon Prep and Open House. Note that meetings during the workday may be required and are considered separately from this section.

## Scoring

- 4 attends fully all after-school events required above.
- 3 does not meet requirements for a score of 4 and misses no more than 2 after-school events required above.
- 2 does not meet requirements for a score of 3 and misses no more than 4 after-school events required above.
- 1 fails to meet the requirements for a score of 2.

An employee who receives a passing score in all three areas above including averaged subparts (shall be deemed as having a satisfactory performance review. An employee who receives a score below passing in any of the three areas above shall be deemed as having an unsatisfactory performance review.

## **ARTICLE IX. PROBATIONARY STATUS**

All employees who have been employed by the Employer for less than two (2) years are considered probationary. Probationary employees may be subject to discipline up to and including termination at the sole discretion of the Employer.

Employees will be evaluated on an annual basis, as laid forth in Article VIII. An employee shall become non-probationary after the completion of two (2) years employment.

During probation an employee will be provided with coaching by an experienced, successful, Franklin teacher, and additional practice observations with feedback for the purposes of improving his or her performance.

**ARTICLE X. ACADEMIC WARNING AND NON-PROBATIONARY  
REMEDATION**

Non-probationary employees who receive an unsatisfactory annual performance review shall be deemed “on academic warning.” Employees on academic warning must improve their performance to remain employed and shall be placed on an improvement plan. The Employee will be given a list specifically in writing of the areas of improvement necessary to obtain a passing score (2.5 or greater) upon reevaluation.

Employees who fail to improve their performance to satisfactory standards as provided in the previous year’s review will be allowed to return for the following semester period to demonstrate and make necessary improvements. Where an Employee fails to receive a satisfactory evaluation after this semester he/she may be subject to discipline up to, but not limited to termination.

## **ARTICLE XI. JUST CAUSE**

No eligible member of the bargaining unit employed over two (2) years shall be disciplined or terminated without just cause. Just cause may include incompetence, neglect of duties or students, failure to perform, unprofessional conduct, or an action, omission or condition that interferes with the performance of duties at a standard acceptable to the Employer. Discipline shall include formal reprimands in writing, suspensions with or without pay, discharges and terminations. An Employee shall not be fined.

### **Progressive Discipline**

Any discipline shall be in accordance with the procedures for progressive discipline. The use of progressive discipline is intended to correct Employee misconduct. Thus an Employee will ordinarily receive verbal counseling before a written reprimand, and a written reprimand before being suspended. Moreover, a short suspension will generally precede a longer suspension and/or dismissal. However, in cases where an Employee engages in serious misconduct, the School may skip some steps or even dismiss an Employee, provided that just cause for the discipline imposed is established.

## **ARTICLE XII. GRIEVANCE PROCEDURE**

### **Definition of Grievance**

A grievance is defined as any difference, complaint or dispute between the Employer or by any individual member of the Bargaining Unit over the application, meaning or interpretation of this Agreement or conditions of employment.

### **Purpose**

The purpose of this grievance procedure is to secure, at the lowest possible level, solutions to the problems that may, from time to time arise affecting the terms and conditions of employment. Both the Union and the Employer agree that these proceedings will be kept as informal and confidential as may be appropriate at each level of the process.

### **Investigation**

Prior to Step 2 and upon the request of the Union Representative or her/his designee, the Employer shall provide the Union Representative with access to copies of all existing and available documents that are relevant to the allegations in grievance, including all documents supporting the Employer's actions, and shall supplement this production in a timely fashion if additional documents become available. Similarly, the Union will provide the Employer with all copies of all existing and available documents that are relevant to the allegations in grievance, including all documents supporting the Union's or Employee's claims, and shall supplement this production in a timely fashion if additional documents become available. The Union President or her/his designee shall be accorded all the rights of the Union delegate in any school or unit.

### **Procedure**

#### **(a) Step 1: Informal Conference.**

Prior to the filing of a grievance, the Grievant shall pursue an informal, professional approach with the object of resolving the matter informally no later than twenty (20) days from the occurrence of the event giving rise to the subject of the grievance. The Informal Conference shall be conducted with the Assistant Principal responsible for overseeing the Employee. The Grievant shall clearly articulate the alleged violation(s) and desired remedy. The conference must be requested within twenty (20) working days following the act or condition which is the basis for the grievance or within twenty (20) days of when the bargaining unit Employee or the Union should have reasonably known of the act or condition giving rise to the grievance. If the matter is not resolved within ten (10) working days of the informal conference, the Grievant may pursue the grievance to the Chief Executive Officer as detailed in Step 2.

#### **(b) Step 2: Chief Executive Officer**

The Grievant or Union Representative shall submit a concise summary of the grievance to the Chief Executive Officer in writing within Fifteen (15) school days of exhaustion of Step 1. The Grievant shall submit a written statement clearly articulating the alleged violation(s) and desired remedy, the article or articles of the contract allegedly violated, and include any

supporting documents or materials. The Chief Executive Officer or her/his designee may choose to schedule a formal conference with the Grievant and Union Representative. In any event, a written memo stating the Chief Executive Officer's decision along with the supporting reasons shall be furnished, with one (1) copy to the Grievant and one (1) copy to the Union Representative. This decision shall be given within ten (10) working days.

**(c) Step 3: Board of Directors**

If the grievance is not resolved at Step 2, the Union may appeal in writing to the President of the Board of Directors within five (5) school days of receipt of the written memo from the Chief Executive Officer. Within fifteen (15) school days of receiving the appeal, the Board President, or her/his designee, may at her/his discretion facilitate a meeting to attempt to find an acceptable resolution. A written memo will be issued to the Employee and the Union Representative 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 neutral third party.

**(d) Step 4: Neutral Third Party**

If the grievance is not resolved at Step 3, the Union may, within fifteen (15) school days after receiving the response, submit a notice of arbitration to the Employer with a copy to the Federal Mediation and Conciliation Service (FMCS). The notice shall set forth the claim submitted for arbitration, the specific provision(s) of the Agreement involved, and the remedy sought.

The Union shall request the FMCS to process the grievance to arbitration in accordance with the Labor Arbitration Rules of the FMCS, which rules shall apply to all aspects of the arbitration proceeding. The arbitrator shall have no authority to add to, subtract from, fail to apply, alter, amend or in any way modify the terms and provisions of the Agreement. An arbitrator may provide for and direct such relief as the arbitrator deems necessary and proper, subject to the limitations set forth herein and any applicable limitation of law.

All arbitration hearings will be concluded within thirty (30) school days from the date submitted to FMCS. The arbitrator shall have one (1) month from the conclusion of the proceeding to issue the award.

The arbitrator's decision shall be final and binding on the Employer, the Union and the Grievant. All costs for the services and fees of the arbitrator, including but not limited to, per diem expenses, travel and subsistence expenses, and the cost, if any, of a hearing room, shall be shared by the Employer and the Union. All other costs, except for release time for the grievant(s) and witnesses, shall be borne by the party incurring them.

**Time Limits**

Grievances may be withdrawn at any step of the Grievance Procedure without prejudice. Grievances not appealed within the designated time limits or extended by mutual agreement will be treated as withdrawn grievances.

Time is of the essence and all effort should be made to expedite this process. Failure to comply with the time limits imposed in this policy will act as a bar to further steps unless the time limits at any step or for any hearing are extended by mutual written agreement of the parties involved at that particular step.

The Employer's failure to respond within the time limits shall not find in favor of the grievant, but shall automatically advance the grievance to the next steps.

### **No Reprisals**

No reprisals or retaliation of any kind will be taken by the Employer against any grievant, any party in interest, or any other participant in the grievance procedure by reason of such good faith participation.

## **ARTICLE XIII. DUTIES, HOURS AND WORK YEAR**

### **Work Day**

Employees shall report by 7:55AM Monday through Friday. All bargaining unit members are expected to record their presence in the school time keeping system.

All faculty and staff may be required to work duty assignments which will be no more than 10 minutes prior to school or 10 minutes after dismissal except as otherwise provided here. Duty assignments shall be coordinated by the union.

### **Instructional Responsibilities/Planning Time**

The employer recognizes the need for teacher planning time to maximize job performance. Beginning with the 2015 2016 academic year, the Employer will provide all teachers with a minimum of one 94-minute planning period per day, with the following exceptions:

Teachers teaching full course loads may be given the opportunity to replace one of their planning periods with a study hall assignment for additional compensation. Bargaining unit members will be given priority over non-bargaining unit members to opt for such assignments. In the case where fewer than 50% of teachers teaching full course loads accept such opportunities, the Employer may assign additional teachers as necessary to such study hall assignments until 50% of teachers teaching full course loads have accepted or been assigned to such study hall assignments. Every effort will be made to use teachers opting for such assignments before using teachers not opting for such assignments. Teachers teaching 6 courses will be compensated \$1,200 per semester and teachers teaching 5 courses will be compensated \$800 per semester for such study hall assignments. All full-time teachers will be provided with at least one 94-minute planning period per two-day cycle of periods without exception. Teachers teaching full course loads who are given non-optional additional study hall assignments in a school year shall not be given non-optional additional study hall assignments during the following school year.

Further, all teachers are required to provide 60 minutes of scheduled office hours per week outside of regular class time for the purpose of assisting and tutoring students.

### **Work Year**

The work year for newly hired 10 month Employees begins 6 work days prior to the first day of school for students.

The work year for returning ten month Employees begins 5 workdays prior to the first day of school for students.

The work year for 10 month Employees shall end 1 workday after the last student day of the year provided they complete all required reporting.

## **Duty Free Lunch**

The employer shall not assign duties to employees during lunch, except when an employee supervises students during the lunch period, the employee shall be provided a similar period of time during the day with no assignments.

## **Professional Collaboration**

In an effort to address the teacher/parent/faculty relationship, the administration will encourage parent/teacher/faculty dialogue around issues in the classroom.

## **Additional Duties**

All faculty and staff may be required to work duty assignments during important events that are mutually recognized to be important to the maintenance and advancement of the school as determined by the Labor Management Committee. The events include open houses, parent teacher conferences, graduation, duty assignments which will be no more than ten minutes prior to school and ten minutes after dismissal or other meetings required by law.

Additional duties which result in compensation will be afforded just cause prior to discipline or removal of duties.

## **Coaches**

Coaching vacancies shall be filled using existing teaching staff whenever possible.

Coaches shall not be assigned morning or afternoon duty supervision during the playing season in which they are coaching.

Coaches shall not be required to attend after school faculty meetings when a faculty meeting conflicts with a game.

Head coaches have discretion over the appointment of assistant coaches with the approval of the CEO/Principal. Approval will not reasonably be withheld.

The Athletic Director and the head coaches will meet at the start of the school year in order to develop guidelines for the management and regulations governing teams. Such guidelines will be subject to the approval of the CEO/Principal.

To the extent possible, all head coaches shall have their dedicated prep period the last period of the day.

Gym and practice times shall be coordinated between the head coaches and the athletic director. Priority will be given to teams that are in playing season.

## **ARTICLE XIV. SCHOOL ENVIRONMENT**

### **Teacher Participation**

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

### **Board of Directors Meetings**

The Employer agrees to schedule and conduct all open meetings at times when the board members, parents, and teachers can reasonably attend.

### **Board Committees**

The Board of Directors encourages Employee participation in its open meetings and open committee meetings. These board committees are created and serve at the pleasure of the Board of Directors. Board committees presently open to Employee involvement include Strategic Planning, Facilities, Academics, Marketing, Audit, Development and Finance. Employees are invited to attend and contribute.

### **School Committees**

Two committees will be established at BFHS 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 once per month, 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) working days of each meeting. The committees may also present their recommendations as necessary at regular BFHS board meetings, in accordance with applicable rules. The School Leadership Committee and the Labor Management Committee will work in coordination with existing committees. This will further facilitate communication between the faculty, administration, and the board.

### **School Leadership Committee**

The school Leadership Committee will include at least three (3) representatives chosen by the bargaining unit; all department heads and three representatives chosen by the employer.

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 monthly to discuss and recommend improvements in the operation of the school. Recommendations shall be made in matters to include but not limited to: academic policy, discipline, school culture, development (fundraising), admissions, professional development, bell schedule and class scheduling, curriculum development, curriculum, including horizontal and vertical integration, common planning time, academic dishonesty, integrity, and health and safety issues.

## **Labor Management Committee**

The Labor Management Committee shall consist of three (3) regular union representatives and three regular employer representatives.

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, the implementation of this Agreement, foster a mutually beneficial relationship, and maintain stable labor-management relations. The Committee shall meet at least monthly and shall be authorized, by mutual agreement of a majority of the members of the six (6) person committee, to make recommendations on those problems which have been referred to it, discussed, explored, and studied.

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.

## **Campus Accessibility**

To better serve the students of BFHS and to assist teachers and help them be more effective with their instruction, teachers shall have access to their workspaces until 7pm during the workweek. In addition, the School will be open to teachers one Saturday per month throughout the school year.

## **Workspace**

In an effort to promote quality instruction and provide the supports necessary every staff member will have a guaranteed workspace which includes a fixed desk, with a lockable storage cabinet.

## **Business Office Accessibility**

The employer will ensure that the business office is adequately staffed during lunch and after school in order to assist faculty.

## **Department Chair Selection Process**

Department chairs shall be nominated and elected by their respective departments by secret ballot. 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 Academic Assistant Principal will vote to break the tie. Department Chairs shall continue to have voice and vote on the Leadership Team.

## **ARTICLE XV. COMPENSATION AND BENEFITS**

### **Performance Stipend for the 2014-15 Fiscal Year**

Eligible bargaining unit employees will receive a one-time stipend to be paid in April 2015. Any bargaining unit member not on “academic warning” as defined by this Agreement and who is currently employed by the school is eligible to receive this one time stipend. The stipend for full time employees will be \$1,032.00 and any part time employees will receive a prorated stipend corresponding to the number of classes taught.

The salary scale will not be affected by this stipend.

### **New Revenue**

The Parties agree that the Employee body, as a whole, has worked diligently to grow the success of the School and enrich student life. The Employees consequently shall be rewarded for this performance. The Employer agrees that bargaining unit members will be given a performance based stipend in accordance with the following terms:

- A. Where the School is issued a supplemental true up payment of the Minimal Foundation Program (“MFP True Up”) for the previous fiscal year in excess of the MFP budgeted by the Orleans Parish School Board (“OPSB”), the School will allocate fifteen (15%) up to a maximum of \$125,000, including the required Medicare and TRSL employer contributions, as a performance stipend to be divided equally amongst all bargaining unit members pro-rated for their full time equivalency;
- B. This performance stipend will be paid to each bargaining unit member upon the School’s receipt of the MFP True Up from the OPSB and completion of the annual financial audit for that fiscal year in which the MFP True UP pertains;
- C. The performance stipend does not accrue until the events listed in Paragraph B, the annual financial audit, have been completed and accepted by vote of the Board of Directors and the Employer receives payment from the OPSB. Employees who were placed on “academic warning” or those who are not employed on the date of upon which all of the conditions of accrual are met will be deemed as not having accrued any amount or right to payment of all or part of the performance stipend. Additionally, the employees who were not employed during the fiscal year in which the MFP True Up pertains will not be eligible for accrual and receipt of the stipend.
- D. The Employer’s portion of required withholdings will be calculated withheld and subtracted from the gross individual allocation to arrive at the net performance stipend paid to each eligible bargaining unit member. The net performance stipend paid to each eligible bargaining unit member will be subject to all customary and usual withholdings including but not limited state and federal taxes and TRSL allocations.

**Placement on the Salary Scale**

Placement of employees on the salary scale shall be based on years of relevant experience and level of education.

**Extra Duty/Stipends**

Extra duty pay and stipends shall continue in the manner and amounts currently in effect for duties such as, but not limited to: afterschool tutoring, Camp College, coaching, club sponsors, department chair, detention, gifted/IEP compensation, national Board compensation, professional development, PIP Salary, stipend compensation, substituting, and testing compensation. Extra duty pay and stipends shall be applied in a fair and equitable manner.

**Benefits**

The Employer will pay 80% of the premium costs for medical, dental and vision coverage of eligible employees who participate in the plan offered by the Employer.

**Retirement**

The employer will continue to provide retirement benefits through the Teacher Retirement System of Louisiana or as provided by applicable law.

## **ARTICLE XVI. LEAVE PROVISIONS**

### **Personal Leave/Paid Time Off**

All 10 month employees shall receive 10 paid time off days per school year to be used for illness or personal leave. All 11 month employees shall receive 11 paid time off days per school year. All 12 month employees shall receive 10 paid time off days as well as 15 vacation days per school year. Employees will be able to bank up to 5 unused days from year to year up to a maximum of 10 days.

### **Bereavement Leave**

All full-time Employees are eligible for no less than 5 paid leave days in the event of a death in their immediate family. The definition of immediate family shall be a parent, grandparent, sibling, child, in-law, spouse or domestic partner, or a member of the Employee's extended family who was under the Employee's immediate care.

### **Jury Duty Leave**

The Employer shall provide Employees with paid leave to report for jury duty or for a court appearance in response to summons or subpoena. The Employee must provide official documentation of jury service or a court appearance to obtain this benefit. Those Employees dismissed from jury service before noon shall return to campus to complete the school day.

### **Voting Leave**

Employees are encouraged to vote outside of work hours. However, if the Employee's work schedule does not provide the Employee with four consecutive hours to vote while the polls are open, the Employee will be granted two paid hours off in order to vote. The Employer reserves the right to select the hours the Employee is excused to vote.

## **ARTICLE XVII. HIRING/LAYOFF AND RECALL**

### **Job Posting**

The opportunity to rise in the organizational ladder within the school will be given to current staff before a position is advertised to the outside community. All current staff who wish to apply should be considered for promotion or job title transfers before an outside person is considered, and who are qualified for a vacant position, shall be interviewed for such vacant position. The Employer shall give notice to the union of all vacancies as they occur.

### **Layoff**

Layoff 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. In the event that economic circumstances require layoffs, and prior to making any decisions regarding the layoff of any Bargaining Unit Members, the parties agree to notify the Labor Management committee for the purpose of avoiding or minimizing such layoffs and to develop equitable criteria for determining which unit members will be subject to such layoffs.

### **Recall**

The parties agree that an Employee who has been laid off shall maintain recall rights to their position for the remainder of the school year in which the layoff took place and for following academic year.

## **ARTICLE XVIII. NO STRIKE / NO LOCKOUT**

During the life of this Agreement or any written extension hereof, the Union, on behalf of its officers, agents and members, agrees that so long as this Agreement or any written extension hereof is in effect, there shall be no strikes, sympathy strikes, secondary strikes, slowdowns, or unlawful picketing, boycotts, or cessation of work that interferes with the Employer's operations.

Any Employee who violates this provision shall be subject to disciplinary action, including discharge, and such action may not be raised as a grievance or be subject to the arbitration provision of this Agreement, except on the issue of Employee participation. Any claim, action or suit for damages which is commenced by the Employer as a result of the Union's violation of this Article, shall not be subject to the grievance and arbitration provisions of this Agreement.

If any of the acts of conduct prohibited herein, above, occur during the term of this Agreement, or any written extension thereof, the Employer shall not be required to discuss, negotiate, hear or rule on any problem or grievance related to such acts, until such time as the prohibited acts are discontinued. The Employer will also be allowed to notify the public as well as all Employees covered by this Agreement (including but not limited to registered letter, media and newspaper announcement in the Orleans Parish, New Orleans area) that the Employee's activity is unauthorized in violation of this Agreement and each Employee should resume work at the school.

The Employer agrees that it will not lock out Employees during the term of this Agreement or during any extensions of this Agreement.

## **ARTICLE XIX. MISCELLANEOUS**

### **Severability**

If any provision of 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 and the Parties to the Agreement shall meet within ten (10) days for the purpose of reopening negotiations on the unlawful provision(s).

### **Successors and Assigns**

The Employer shall not seek any merger, consolidation, transfer of assignment, change in legal status or management that would affect the provisions, terms or obligations contained in this agreement unless required by its chartering authority or applicable law. This Agreement shall be binding upon the successors and assigns of the parties hereto.

### **Reopener**

Upon mutual agreement of the Union and the Employer, specific sections of the contract may be opened for revision.

**ARTICLE XX. DURATION**

This Agreement becomes effective on the \_\_\_\_\_ day of \_\_\_\_\_ and shall continue in full force and effect until its expiration date on the 30 day of June, 2017. 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, modify or terminate this Agreement. Where such notice is given, then the parties shall endeavor during the said (90) day period to negotiate an Agreement and if none is reached, then this Agreement shall terminate and come to an end.

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