



COLLECTIVE BARGAINING AGREEMENT
BETWEEN

ADVOCATES FOR ACADEMIC EXCELLENCE IN EDUCATION, INC.
AND
UNITED TEACHERS OF NEW ORLEANS

June 1, 2021 – June 30, 2025

I. PURPOSE

II. RECOGNITION

III. ACADEMIC FREEDOM

IV. NON-DISCRIMINATION

V. EMPLOYER RIGHTS

VI. SAFETY

VII. UNION RIGHTS

VIII. ANNUAL PERFORMANCE REVIEW

X. PERFORMANCE IMPROVEMENT PLAN AND NON-PROBATIONARY REMEDIATION

XI. JUST CAUSE

XII. GRIEVANCE PROCEDURE

XIII. DUTIES, HOURS AND WORK YEAR

XIV. SCHOOL ENVIRONMENT

XV. COMPENSATION AND BENEFITS

XVI. LEAVE PROVISIONS

XVII. HIRING/LAYOFF AND RECALL

XVIII. NO STRIKE / NO LOCKOUT

XIX. MISCELLANEOUS

XX. DURATION

COLLECTIVE BARGAINING AGREEMENT BETWEEN ADVOCATES FOR ACADEMIC EXCELLENCE IN EDUCATION, INC. AND UNITED TEACHERS OF NEW ORLEANS

This agreement is made and entered into this 18th day of August 2021 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."

WITNESSETH

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:

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."

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, registrar, nurse, librarian, social worker, and study hall proctors. All administrative, supervisory, managerial employees, temporary employees, and the following specific positions or their equivalents are excluded from the Bargaining Unit:

1. Head of School
2. Academic Assistant Principal
3. Operations Assistant Principal
4. Academic Advancement Coordinator
5. Development Director
6. Chief Financial Officer
7. Admissions Director
8. Security Officers
9. Human Resources and DEI Director
10. Maintenance employees
11. Administrative Staff
12. Student and Alumni Services Coordinator
13. Testing Coordinator
14. Athletic Director

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 and non-instructional employees shall not be covered by the terms and conditions of this Agreement during his/her period of employment.

The provisions of this Agreement do not apply to the assignment of non-bargaining unit duties and the terms and conditions related thereto. Such duties are created by management and maintained at will; in the event that such duties are removed, the employee will be retained as a regular, full-time faculty member.

Administrators may teach one course per year so long as it does not reduce a bargaining unit member's load or salary. For purposes of this need, "administrator" is defined as:

1. Head of School
2. Academic Assistant Principal
3. Operations Assistant Principal
4. Academic Advancement Coordinator
5. Testing Coordinator
6. Athletic Director

Administrators may teach one course per year if they create SLTs and adhere to them, have experience teaching the subject, and have their performance evaluated in the same way all teachers are evaluated. These assignments will be made by the Academic Assistant Principal in consultation with Department Heads. This teaching assignment is part of the administrative duty and will not come with an additional stipend.

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 and DEI and Title IX policies.

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.

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.

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:

- A. To determine Employer's mission, goals, program design and methodologies for fulfilling them;
- B. 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;
- C. 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;
- D. To determine staffing patterns and design, including staffing, job assignment, reclassification, and 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.
(See article XVII)
- E. To determine the number and types of bargaining unit members and other personnel required;
- F. To operate the school, including creating, moving or modifying facilities;
- G. To determine methods of raising revenue, reserving assets, determining budget, expenditures and reserves, budget procedures and budget allocations;
- H. 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;
- I. 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;
- J. To assign additional duties and the terms of such duties for all positions except for department heads and coaches.
- K. To make and implement decisions concerning use of extracurricular duties and termination of staffing, duties and performance of such positions;

L. 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;

M. To take action on any matter in the event of an emergency;

N. The Employer shall have the right to make or change and enforce any reasonable work rule, policy or practice not inconsistent with this agreement. Any dispute raised by the Union about whether any such rule is inconsistent with this Agreement may be challenged by the Union under article XII of this Agreement.

O. To take action or to amend, modify or rescind 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 the Union, the employer agrees to negotiate the modification in a timely manner.

P. To have the exclusive right to hire, suspend, promote, appoint, demote, discipline, discharge, direct, and schedule the work force;

Q. 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 its 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.

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.

In matters of safety and wellness that arise because of a particular natural disaster, virus, or public health matter, the school's operational plan will follow the most cautious of school district, city, or state regulations. When matters fall under the Center for Disease Control or the Federal Emergency Management Agency, guidelines from those agencies will be given operational priority.

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 Head of School 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 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 Union's 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 month's 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. For new hires who are members of the bargaining unit and are being hired for the following school year, the information will be provided upon substantial completion of the new hire process for all positions or by June 15th.

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.

VIII. ANNUAL PERFORMANCE REVIEW

- A. Teachers and Counselors
- B. All other members of the Bargaining Unit

A. Teacher Evaluations

Classroom Observations - 80%	Evidence of Effective Teaching - 20%
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*SLTs will continue to be required based on state regulations but the outcomes will not be a part of the teacher evaluation score for BFHS. Successful and timely entry of required SLT data into Compass CIS is still required.

CLASSROOM OBSERVATIONS (40% for each semester)

- Administration will observe all teachers for a minimum of one full class period (A/B day) in the first semester and one full class period (A/B day) in the second semester for a total of 180 minutes per year.
- Administration will provide an observation window of one-week for the fall observation and will provide no observation window for the spring observation. Teachers will be provided with notice of the observation week 48 hours prior to the start of the observation window.
- Teachers will provide a lesson plan for the one-week observation window in the fall semester on or before the first school day of the observation week by 8:00 a.m. During the spring semester, teachers will provide a lesson plan following the class observation.
 - The lesson plan will include lesson-specific student learning goals, the planned sequence of activities, the unit goal(s), and alignment with summative assessment tasks.
- Administration will provide timely feedback to teachers (within 15 school days) following each visit. This feedback will be written feedback and a conference.
- Administration will complete an evaluation rubric following each visit.
 - The teacher will score in the category for which they demonstrate a preponderance of indicators
 - An indicator within a category may be graded N/A if a teacher can offer an educationally sound reason for the absence in that lesson.
 - Observation Rubric: Adapted from TNTP Core Teaching Rubric

HOLISTIC ASPECTS OF AN EFFECTIVE TEACHER (20% over the course of the year)

1. Show evidence of your knowledge of content, set appropriate expectations, and plan for teaching and assessing students

- Teachers will submit semester plans to administration within 5 school days of the start of each semester. Administration will provide feedback to teachers in response to insufficient plans within 5 school days of the due date. After receiving administrative feedback, teachers will have 5 school days to revise and resubmit their semester plans. Administration will provide feedback to teachers within 5 school days of the due date. (10 %)
- 4 = Plans are complete, on time, and responsive to feedback
 3= Plans meet one of the following descriptors:
 Plans are incomplete.
 Plans are submitted late.
 Plans are not corrected after the first round of feedback.
 2= Plans meet two of the following descriptors:
 Plans are incomplete.
 Plans are submitted late.
 Plans are not corrected after the first round of feedback.
 1= Plans meet all of the following descriptors or are not submitted:
 Plans are incomplete.
 Plans are submitted late.
 Plans are not corrected after the first round of feedback.

2. Show evidence of your management and monitoring of student learning.

In an effort to increase transparency regarding teacher feedback, teachers will be asked to communicate in advance what form of feedback students can expect. Administration will monitor assignments given in Google Classroom and PowerSchool.

- Feedback to students - Once per year teachers will be asked to submit sample evidence of 2 assignments (one must be a summative assessment) for 4 randomly selected students. Administration will notify teachers of the four selected students by September 1st so teachers can maintain evidence. Teachers should provide feedback on assessments within a 4.5 week timeframe. (10%)
 - 4 = Feedback meets the teacher's outlined feedback plans for all eight documents (2 assignments for 4 students).
 - 3 = Feedback meets the teacher's outlined feedback plans for 75% of the eight documents (6-7 documents).
 - 2 = Feedback meets the teacher's outlined feedback plans for 50% of the eight documents (4-5 documents).
 - 1 = Feedback meets the teacher's outlined feedback plans for less than 50% of the eight documents (3 or fewer documents).

Annual Score: Observation Semester I (40%) + Observation Semester II (40%) + Semester Plan (10%) + Student Feedback (10%)

If a teacher's annual score is below a 2.5, they will enter into probationary status commencing the next school year and a teacher improvement plan will be developed.

B. Employee performance shall be evaluated in May. Social workers, nurses, special education teachers, and other non-faculty members of the Bargaining Unit shall be evaluated based upon an annual written plan developed before the school year begins by the employee and their immediate supervisor, in conjunction with the Director of HR that is fair and based upon professional standards.

Non teachers who receive a rating of at least 2.5 in their plan shall be deemed as having a satisfactory performance review. Less than 2.5 shall be deemed as having an unsatisfactory performance review.

An unsatisfactory performance will result in the employee receiving a Performance Improvement Plan. This will be developed by the employee, a union representative, their supervisor, and the HR Director, and will be implemented in the following semester with the goal of addressing the areas that resulted in an unsatisfactory review.

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 or non renewal 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. This process will occur in collaboration with Human Resources, unless the employee opts not to have Human Resources involved. Probationary employees may request in writing to opt out of coaching or additional observations or both, subject to the approval of the Academic Assistant Principal.

X. PERFORMANCE IMPROVEMENT PLAN AND NON-PROBATIONARY REMEDIATION

Non-probationary employees who receive an unsatisfactory annual performance review shall be part of developing a Performance Improvement Plan. Employees in a Performance Improvement Plan must improve their performance as specified by the Performance Improvement Plan to remain employed.

The Performance Improvement Plan shall include the following:

- Areas of Improvement
- Corresponding Domains
- Evidence
- Demonstrable Goals
- Timeline for Implementation and Evaluation

Employee Responsibility
Administrative Support
Progress Monitoring

Non-probationary employees who receive an unsatisfactory annual performance review shall participate in developing a Performance Improvement Plan before the start of the next academic school year.

No PIP implementation can be shorter than one (1) year in length without prior approval by the non-probationary employee.

Any employee who fails to meet the PIP requirements may be subject to discipline up to, but not limited to, termination.

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 including habitual failure to perform reporting responsibilities, 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.

Federal or state laws may have different procedures for investigation, discipline, and due process. Otherwise, the general tenets of article XI and XII will be followed.

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.

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 request for informal conference will be sent to the Human Resources Director, who will then determine the appropriate Assistant Principal for overseeing the employee in the capacity described in the grievance. The Informal Conference shall be conducted with the Assistant Principal responsible for overseeing the employee, with a union representative and the Human Resources director present, unless the employee opts not to include the Human Resources Director. The Grievant shall clearly articulate the alleged violation(s) and desired remedy. The conference must be requested within twenty (20) school 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) school days of the informal conference, the Grievant may pursue the grievance to the Head of School as detailed in Step 2.

(b) Step 2: Head of School

The Grievant or Union Representative shall submit a concise summary of the grievance to the Head of School 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 Head of School 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 Head of School'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) school 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 Head of School. 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 Head of School and Board President 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 decision.

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 equally 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 be found 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.

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. The Employer will provide all teachers with a minimum of one planning period of equivalent duration as a class, 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 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 school days prior to the first day of school for students.

The work year for returning 10-month employees begins 5 school days prior to the first day of school for students.

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

Work Load

Student load (the number of students an individual teacher teaches in a given year) will be limited to 130 students for a full year course schedule (PE teachers will be limited to 185 students for a full year course schedule). This may be exceeded for one year with compensation at a rate of \$25 per student. With employee consent, this overload may be continued for an additional 1 year with continued compensation. Overloads cannot exceed 2 consecutive years without an employee request and Labor Management approval. For the purposes of this count students in Study Halls and Home Rooms will not be included.

Course load will be limited to three (3) preps, with an additional \$1500 salary compensation for a fourth prep. Language classes and Physical Education, and electives will be granted an additional prep before compensation is required and will result in an additional \$1500 for a fifth prep. Additionally, a teacher can only be assigned two new preps per year. (A new prep is defined as a course a teacher has not taught in the two prior years.) Non-probationary teachers may waive these compensation structures with Labor Management oversight. The Employer must approach Labor Management before asking a probationary teacher to teach additional preps. For the purposes of this count, Math Lab, Writing Center, Study Hall, and 9th Grade Seminar will not count as additional preps. Additionally, gifted and honors courses will not be counted as different preps. For electives and PE courses, courses that run concurrently during the same block will not be counted as different preps. Teachers split between departments will be counted in the department where the majority of their classes fall.

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 attend and perform 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 Bargaining Unit duties (other than coaching positions) which result in compensation will start with a two-year probationary period. At the end of the first two (2) years, the employee may be non-renewed for the position without just cause. During the year, or after the probationary period, the duties will be afforded just cause prior to discipline or removal. Every three (3) years after the end of the probationary period, a review process will be initiated by the Employer. At this time, the duty may be non-renewed without just cause. Positions which are already filled at the time of the ratification of this contract will have a one year probationary status, allowing for Employer review at the end of the first year following the ratification of this contract. Any employee that has duties removed must be provided with a written statement justifying the removal, in which the Employer will have wide latitude. Additionally, Labor Management must be notified prior to any removal.

Coaches

Coaching vacancies shall be filled with the most qualified candidate. Teaching experience at Franklin shall be an element of the scoring rubric. Existing Franklin teachers who meet advertised qualifications shall have a 10% increase on the scoring rubric to reflect the value placed on Franklin teachers.

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 Head of School. Approval will not unreasonably 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 Head of School.

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.

Player/Coach Ratios

- A. Player numbers for the purpose of determining the number of coaching positions will be based upon student counts on the active team roster on the first official scrimmage. In the case of staffing reductions due to student counts, non-bargaining unit coaches will be removed first, then bargaining unit coaches,

and then head coaches if the entire sport has insufficient players for the season or is being eliminated.

- B. The Athletic Director shall determine in consultation with the team's head coach the minimum number of players in order to organize a team. As guidelines, a team should represent at least 1% of the total student enrollment for individual sports (golf, tennis, track, cross country, swimming), provide a sufficient "bench" to minimize players exhaustion, and be consistent with past player numbers for team sports (volleyball, football, basketball, soccer, baseball, softball). It is possible that the coach of a team with insufficient numbers could accept the assistant coach stipend.
- C. Team Sports shall have a maximum 12-to-1 player/coach ratio. For these sports the player/coach ratio shall apply to the varsity and junior varsity teams collectively, excepting those occasions where the Head Coach and Athletic Director deem an exception is needed for improved health and safety.
- D. Individual Sports shall have a maximum 15-to-1 player/coach ratio. For these sports the player/coach ratio shall apply to the varsity and junior varsity teams collectively, excepting those occasions where the Head Coach and Athletic Director deem an exception is needed for improved health and safety.
- E. Male and female participation shall be combined to calculate the player/coach ratios for these sports: cross country, track, tennis, swimming, and golf.

Coaching Compensation

- A. Head coaches of team sports (volleyball, football, basketball, soccer, baseball, softball) will receive a stipend of \$5500. Assistant coaches of team sports will receive a stipend of \$4000.
- B. Head coaches of individual sports (cross country, swimming, tennis, track and field, and golf) will receive a stipend of \$3000. Assistant coaches of individual sports will receive a stipend of \$1500.
- C. Following LHSAA guidelines, head coaches of teams that are allowed out-of-season work with student athletes will receive a stipend of \$350 per week not to exceed three weeks. There is no assistant coach stipend for out-of-season work.
- D. Additional pay for playoff games/matches/meets shall be \$200 per game for head coaches and \$165 per game for assistant coaches. Teams that combine male and female participation shall have one head coach, with the number of assistant coaches as determined by the player/coach ratio.
- E. If a head coach wants additional or specialized assistant coaches, s/he may use the total salary amount determined by the player/coach ratio in order to hire assistant coaches at a rate different from A/B above.
- F. Head coaches are eligible for a 1.5% stipend increase following every year of satisfactory evaluations by the athletic director. Assistant coaches are eligible for a 1.5% stipend increase following every two consecutive years of satisfactory evaluations by the head coach.

XIV. SCHOOL ENVIRONMENT

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.

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, Academic Policy, Marketing, Audit, 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) school 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 one (1) representative chosen by the Union, and two (2) representatives by the bargaining unit; all department heads and three (3) representatives chosen by the employer, as well as the Human Resources Director. The Communications Coordinator shall serve as the recording secretary, without voting rights.

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 four (4) regular Union representatives and four (4) regular Employer representatives including the Human Resources Director.

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 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 monthly and shall be authorized, by mutual agreement of a majority of the members of the eight-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.

Budget Committee

The existing budget committee is composed of administrative designees and one representative chosen by the Union. At the end of the current mission of the budget committee, as determined by the Employer, the Employer shall decide whether to continue the Budget Committee for another year, to discontinue the Budget Committee, or to continue the Budget Committee on a recurring basis. In the event that the Budget Committee is continued, the Union shall continue to be granted a representative.

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 6:45 pm 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 to provide the support necessary, every staff member will have a guaranteed workspace which includes a lockable storage space. Floating teachers will be given access to appropriate workspaces with lockable storage outside of a classroom where instruction occurs.

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 a voice and vote on the Leadership Team.

XV. COMPENSATION AND BENEFITS

Compensation

The 2020-2021 salary scale shall continue in effect during the 2021-2022 school year, plus \$800 at each step as called for in SCR2. In the event that further legislation is passed raising salaries prior to a reopener, that shall be applied to the existing step levels as well.

2022-2023 salary scale shall be reopened for good faith negotiations between May 1, 2022 and September 1, 2022.

2023-2024 salary scale shall be reopened for good faith negotiations between May 1, 2023 and September 1, 2023.

2024-2025 salary scale shall be reopened for good faith negotiations between May 1, 2024 and September 1, 2024.

Placement on the Salary Scale

Placement of employees on the salary scale shall be based on years of relevant experience and level of education. Salaries will be capped at 35 years, with increases only being provided when funded by the State Legislature, including the \$800 increase in 2021-2022. The MA+30 category shall be amended to include degrees considered terminal, including but not limited to MFAs, MBAs, MLSSs, and MSWs. Any current employee with a terminal degree will be moved to the new salary category at the start of 2021-2022 school year.

Benefits

The Employer will pay 100% of the employee's monthly premium up to \$630 (\$7,560 annual) for medical, dental and vision insurances. If the total of the medical, dental and vision insurance premiums exceeds \$630, the employer will review the renewal premium details and suggested Employer/Employee share with LMC for approval. The Employer will also pay 100% of the employee's monthly premium for short-term and long-term disability, accident death & disability, life and accident policies.

Retirement

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

Extra Duty/Stipends

Stipends for club sponsors shall be \$2000 per year, \$750 per year, and \$500 per year for performance teams, academic clubs, and service clubs, respectively, as specifically defined in the club sponsorship documentation maintained by the Coordinator of Student Activities.

Sponsoring an interest club will not come with a stipend. Club sponsors must follow the rules referenced in that documentation. Other extra duty pay and stipends shall continue in the

manner and amounts currently in effect for duties such as, but not limited to: after-school tutoring, summer remediation and orientation programs, coaching, department chair, detention, National Board compensation, professional development, PIP Salary, stipend compensation, substituting, and testing compensation. Gifted IEP stipends shall be determined by the number of students the teacher is assigned; teachers with 1-20 students receive a \$250 stipend, 21-40 students receive a \$500 stipend, 41-60 students receive \$750, and more than 61 receive a \$1000 stipend. Extra-duty pay and stipends shall be applied in a fair and equitable manner. Changes to existing stipends must be approved by the Labor Management Committee. The Employer shall determine extra-duty pay and stipends for newly created assignments. All extra duty shall be managed by the Employer or its designees.

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 ten (10) paid time off days as well as fifteen (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 ten (10) days.

Sabbatical

Sabbatical leave for faculty shall be granted only on the basis of an approved plan designed to improve the professional performance of the applicant and benefit the institution. Proposals shall be granted for purposes of research or creative activity that will enhance the faculty member's academic and professional stature and contribute to the academic reputation of the school. Proposals will be approved by a committee including Academic Assistant Principal, Department Chair(s), HR Director, and Academic Advancement Coordinator. In the event of non-unanimity, deliberations come to the Head of School for his/her final decision. No more than one employee may take a sabbatical leave in an academic year.

A faculty member may become eligible for a sabbatical leave at the end of ten (10) years of full-time service from the initial date of full-time appointment at Franklin. Full sabbatical leave may be granted for a full academic year at 25% percent of the employee's salary. Employees would continue to receive bi-monthly paychecks, at the reduced rate, and full benefits for the length of the sabbatical. All time spent on sabbatical leave shall be excluded in determining years of service. A faculty member must return to full-time teaching for a full year following the sabbatical, or will be required to repay the cost of the salary and benefits.

Family Leave

When an employee is qualified to receive and is granted Family Medical Leave in accordance with Employer policy and the Family Medical Leave Act, the employee shall be eligible to receive 60% of regular pay for a period of up to two weeks (the "Family Leave Benefit") per rolling period specified in the Employer policy. Employees who have conditions which qualify for receipt of short term disability benefits must satisfy the qualification period requirements to receive short term disability benefits.

Bereavement Leave

All full-time employees are eligible for no less than five (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.

XVII. HIRING/LAYOFF AND RECALL

Job Posting

The employer will give prior notice of any opportunities for employment. The opportunity to rise in the organizational ladder within the school is valued. All current staff who meet all qualifications for a specific open position shall be interviewed for such vacant position. The Employer shall give notice to the union of all job postings as they occur.

Hiring Committees

When recurring positions come open, any bargaining unit member is invited to submit their name to the Director of Human Resources for the purpose of being added to the hiring committee. Hiring for departmental openings will be managed first by a committee in that department. That committee will advance two (2) or three (3) acceptable candidates to the Head of School, Assistant Principals, Coordinator of Academic Achievement and Director of HR and DEI for final interviews and selection.

When a non-bargaining unit position is open, a union officer or designee will be invited to serve on that initial hiring committee.

Layoff

Layoff is the separation of an employee or employees 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. Ultimately, any layoff policy or procedure must be approved by the governing Board of Directors.

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 the following academic year.

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.

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).

Grants

Grants that relate to academic programs and that include the opportunity for additional compensation, will align with the Employer's current schedule of extra duty stipends.

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. 2022-2021, 2023-2024, and 2024-2025 salary scale shall be reopened as described in Article XV.

XX. DURATION

This Agreement becomes effective on the 1st day of July, 2021 and shall continue in full force and effect until its expiration date on the 30th day of June, 2025. 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, unless otherwise agreed to by the parties.

ENTERED INTO on this, the 18th day of August 20²¹ in New Orleans, Louisiana.



Alea Morelock Got, President

Board of Directors

Advocates for Academic Excellence in Education, Inc.



Wanda Richard, President

United Teachers of New Orleans