



Collective Bargaining Agreement between

Morris Jeff Community School

And

United Teachers of New Orleans

December 19, 2023 to December 31, 2026

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PREAMBLE

To “offer an education that is a source of freedom and possibility for children” is no small task, and the Morris Jeff United Educators along with the United Teachers of New Orleans seek to work in partnership with the school administration and board to accomplish this goal. By providing the highest quality education to ensure all children achieve their maximum potential, MJUE/UTNO strives toward excellence through collaboration, consensus and long-term, solution-driven strategic planning.

MJUE/UTNO aims to provide a paradigm for communication between teachers, administration, the board and community members of Morris Jeff Community School. In addition, MJUE/UTNO hopes to be a model in New Orleans of how teachers can have a voice that is valued in the growth, development and sustainability of a successful charter school.

Morris Jeff Community School can accomplish its goals of permitting students to “develop their talents fully, [and] become effective citizens in our democracy” through thoughtful, collaborative dialogue between educators, the administration and the board. The collective bargaining agreement will allow Morris Jeff students the best possible pathways to “attain the foundation they need to excel at high school, college, and beyond.” By building a relationship between the union, the administration and the board, the Morris Jeff mission can be fully realized, implemented and achieved.

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

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

ARTICLE I –PURPOSE

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 Morris Jeff Community School.

ARTICLE II – AGREEMENT

A. Parties

This Agreement (“the Agreement”) is made and entered into this 19th day of December, 2023, by and between the Employer and Union. The “Employer” and the “School” shall be understood to be Morris Jeff Community School, and shall be referred to in this Agreement as “the Employer.” The Union shall be understood to be the United Teachers of New Orleans, Local 527, LFT, AFT, AFL-CIO, the exclusive representative which together with its officers and representatives shall be referred to in this Agreement as “the Union,” for the purpose of negotiating terms and conditions of employment for the professional bargaining unit defined herein.

B. Negotiations

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 applicable law and 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. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement. No rights or obligations created by or arising out of this Agreement shall survive its termination.

In the interest of conducting more efficient negotiations and other Union-Employer interactions, the Union and the Employer agree that each will send no more than ten (10) representatives to any future in-person meetings(s) during which the terms and conditions of the Employees’ employment or any individual Employee’s employment, are discussed or negotiated.

C. Entire Agreement

This Agreement shall constitute the entire contract between the Employer and the Union and shall supersede and replace all other obligations or agreements, whether written or oral, expressed or implied between or concerning the Employees and the Employer, except as otherwise expressly and specifically provided in this Agreement. No amendment, modification, or addition to this Agreement shall be effective unless it is reduced to writing and duly executed by the parties.

No one or more provisions of this Agreement may be interpreted to provide a meaning not expressly set out in this Agreement or to deny the Employer the right to do anything not forbidden by the Agreement in specific language.

ARTICLE III – RECOGNITION

A. Bargaining unit employees

The Employer recognizes the United Teachers of New Orleans, Local 527, LFT, AFT, AFL-CIO (“UTNO”) to be the exclusive collective bargaining agent for all School employees in the following classifications: Teachers, Teaching Assistants, and Professional Student Support Staff. Professional Student Support Staff includes the following positions: Librarian, Nurse, Speech Therapist, Occupational Therapist, and School-based Substitute Teacher (hereinafter “Employees”).

B. Non-bargaining unit employees

All administrative, supervisory, managerial, clerical, maintenance, guards/security, confidential and temporary employees, short-term substitute teachers, and any independent contractors who are employed by other entities and assigned to the School, are expressly excluded from the unit that is represented by UTNO. The excluded group includes but is not limited to the following positions:

1. Head of School;
2. Principals and Assistant Principals;
3. Directors (Admissions & Data Accountability, Communications, Finance and Operations, Development, Teaching & Learning, Diverse Learners, Technology);
4. Dean (Students, Academic Affairs);
5. Coordinators (PYP, MYP, DP, TAP, 504/RTI, Athletics, Diverse Learners, MTSS, SPED);
6. Assistant Dean of Students;
7. Managers (Office, Operations)
8. School Secretary
9. Temporary Employees
10. Master Teachers
11. Counselors

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.

C. Exceptions Regarding Certain Bargaining Unit Employees

In recognition of differences in compensation and duty requirements for Employees who are employed in the position of school nurse, occupational therapist or speech therapist, these Employees shall not be governed by several provisions of this contract, provided that they have received alternate terms in writing and have agreed in writing to the same. Specifically, they may agree to alternative terms for:

Article XII Duties, Hours and Work Year

- A. Work Day
- C. Additional Duties
- E. Substitutes

Article XV Compensation

Appendices A and B

ARTICLE IV – ACADEMIC FREEDOM

It is the intent of the parties to assure that Teachers enjoy academic freedom in the schools. 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 and IB Curriculum, as determined by normal instructional and/or administrative procedures and as finally approved by the administration of the Employer. Academic freedom shall also mean that Teachers shall be entitled to freedom of discussion within the classroom on all matters which are relevant to the subject matter under study and within their areas of professional competence, assuming that all facts concerning controversial issues shall be presented in a scholarly and objective manner, and assuming that all discussion shall be maintained within the outlines of appropriate course content, be pedagogically justifiable, and be subject to the 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 Teachers or between Teachers and the Administration regarding curriculum, methodology selection or 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, as defined in the paragraph above, has been clearly and positively breached by some specific, definite act or order of the administration of the employer.

Notwithstanding anything stated in this Article, management retains the sole and exclusive right to determine the curriculum, curricular resources and the standards and parameters thereto. However, no purchase of new curriculum materials or resources will be made without consultation from the relevant Department Head or Grade Level Leader, provided that such a position is staffed at the time of the proposed purchase.

ARTICLE V – NON-DISCRIMINATION

- A. The School and the Union each agree that neither will discriminate against any employee because of race, color, religion, creed, sex, gender, sexual orientation, gender identity or expression, marital status, civil union status, disability, national origin, union or nonunion membership, age provided for in the Age Discrimination Employment Act, or any other legally protected characteristic or activity.
- B. Neither the School, the Union, nor any employee shall discriminate against, harass or coerce any employee because of his membership or non-membership in the Union, or otherwise interfere with the right given by law to employees to participate in union activities or to not participate in union activities as they choose.

ARTICLE VI – EMPLOYER RIGHTS

Except as otherwise specifically provided in this Agreement, the School retains the right to exercise all of the rights and functions of Management.

Employer Rights The Employer retains all powers and authority to direct, manage and control the School, except to the extent that any such power or authority is expressly contrary to any provision of this Agreement, or applicable law. These powers include, without limitation, the following:

- A. To determine the School's mission, goals, program design and methodologies for fulfilling them;
- B. To take such steps as are necessary or appropriate to fulfill the School's contractual obligations to its authorizer, any other State, Federal or Local authority that may have authority over the School or to which the School may

have an obligation, and under 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, and to make any decision to lay off or reduce its workforce;
- E. To determine the number and types of Employees and other personnel required to operate the School;
- F. To operate the School's campus(es), including creating, moving or modifying facilities;
- G. To determine and implement all financial and accounting policies and procedures, including methods of raising revenue, reserving assets and determination of budget, expenditures, and reserves;
- H. To contract with any third party for one or more services otherwise performed by Employees, including without limitation the procedures for obtaining such contract and the identity of the third party;
- I. To determine class size, class rosters, class staffing and assignment, curriculum, class schedules, academic calendar, hours and places of instruction, appropriate discipline for students, and student assessment policies;
- J. To determine working time for Employees, including without limitation school meetings, assigned duties, professional development sessions, and extracurricular activities;
- K. To determine Professional Development requirements;
- L. Assignment of regular and additional duties to Employees according to the needs of the School as determined by the Employer except as otherwise provided in this Agreement;
- M. To make and implement decisions concerning the use and staffing of experimental or pilot programs and decisions concerning the use of technology to deliver educational programs and services and staffing to provide the technology;
- N. To have the exclusive right to hire/rehire, suspend, promote, appoint, demote, direct, transfer, assign and schedule Employees;
- O. To set standards of quality, performance and efficiency for Employees;
- P. To create, combine or abolish job classifications, positions, and departments, as well as the determination of job descriptions, qualifications, and compensation for any new positions created;
- Q. To make or change and enforce any work rule, policy or practice not inconsistent

with this Agreement. Any dispute raised by the Union about whether such rule is inconsistent with this Agreement may be challenged by the Union under the Grievance Procedure of this Agreement.

R. To establish safety, health and property protective measures; and

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

The enumeration of the foregoing specific Employer rights shall not be deemed to exclude other management or administrative rights not specifically enumerated; and any other power, function, authority and right relating to the management or administration of the School and the direction of the workforce that is not specifically abridged, delegated, or modified by this Agreement, whether or not the Employer has made use of such power, function, authority and right prior to execution of this Agreement, is hereby specifically retained by the Employer.

The exercise of the foregoing powers, rights, authority, duties, responsibilities by the School, 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 to the extent such specific and express terms are in conformance with law.

The employer rights as above set forth shall not be subject to impairment by any arbitration award or any other provisions of this Agreement, except to the extent they are specifically limited by specific provisions of this Agreement.

ARTICLE VII – UNION RIGHTS

A. Access

Union representatives who are not Employees may request entry to the School's premises outside of class periods and other working time. Duly authorized Union representatives whose names have been provided to the School in advance will not be unreasonably denied access to the School.

The Union shall notify the Employer in writing of any duly authorized Employee and non-Employee Union representatives. Union officials, agents, stewards or other representatives will not neglect their work or interfere with the work of any School employee, including employees outside the bargaining unit.

B. Bulletin Board and E-Mails

Any Employee Union representatives shall have the right to post notices of Union matters on a designated bulletin board in the faculty lounge. Such representative shall provide to the Head of School, or their designee, copies of all notices before posting on the bulletin board. The School will not prevent the Union from sending e-mail messages to Employees at their school e-mail address. All posted materials and e-mails shall be subject to the Employer's policies and procedures.

C. Union Dues Collection

Upon the receipt of a signed Union authorization card from an Employee indicating their consent, the Employer shall deduct from the Employee's pay the dues payable by them to the Union during the period provided for in the authorization card. The union shall inform the employer in writing of the amount of dues to deduct from each member and shall also notify the Employer of any change in the rates of dues in writing 15 days prior to the pay period in which the new rate will be implemented.

Deductions shall be made from the first pay cycle fifteen days after the 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 countermanding documents submitted in writing to the Employer by the date of the next time at which dues are remitted to the Union.

Dues deductions shall be remitted to the Union by the fifteenth (15) day of the month after the month during which they were deducted. The Employer shall furnish the Union with a record of those for whom deductions have been made and the amounts of the deductions.

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.

D. Recruitment

The Employer shall provide the Union with thirty-minutes of professional development time at the beginning of each school year to address the bargaining unit. During this time, the Employer will not be present.

ARTICLE VIII – PROBATION AND DUE PROCESS

A. Probationary Status

All Employees who have been employed by the Employer for less than two (2) full school years are considered probationary. Probationary employees may be laid off, transferred, demoted, disciplined or terminated with or without cause.

An Employee shall become non-probationary on the first day of the school year following the Employee's completion of two (2) full school years of employment with satisfactory/proficient evaluations.

B. Just Cause

No non-probationary Employees shall be disciplined without just cause. Discipline shall include discharges, terminations, and formal reprimands in writing. An Employee shall not be fined.

C. Progressive Discipline

For offenses that are not major violations but warrant discipline, the Employer will ordinarily follow a three-step progressive discipline process: verbal warning; written warning; and discharge. Just Cause for immediate discharge includes but is not limited to the following major violations:

1. Falsification of employment records, employment information or other School records;
2. Theft; an unauthorized possession of another's property
3. Damage or destruction of any School property or the property of any Employee or student caused by the Employee's intentional act, recklessness or negligence;
4. Possession of any firearms or other dangerous weapons on School Premises at any time;
5. Possession, sale or use of any controlled substances (as defined in 21 U.S.C Chapter 13), on school premises or on School time or duties, unless authorized by a valid prescription;
6. Conviction of any felony or criminal harassment;

7. Failure to maintain necessary credential(s) required for the Employee's position;
8. Any inappropriate relationship, sexual harassment or sexual misconduct with a student or any minor, including but not limited to sexual touching, serious or repeated communications of an overtly sexual nature, action that could reasonably be interpreted as soliciting a sexual relationship, or possession or use of child pornography.
9. Incompetence;
10. Insubordination;
11. Disparaging the School, including any employees, students, or family members of students;
12. Neglect of duties or Students;
13. Working under the influence of any intoxicating substance, including alcohol, illegal drugs, and prescription medications for which the employee has no valid prescription, or a prescription medication that adversely affects an employee's performance (provided the employee was, or should have been, aware of the adverse effect);
14. Harassing, harming or threatening to harm a student, parent, employee, or other person with a relationship to the School;
15. Failure to report and accident or other incident affecting the health or safety of the Employee or of a student; and
16. Abandonment of position which shall mean absence for 2 or more consecutive school days without authorization from the School unless the School determines that the absence was due to an emergency.

The preceding list is not intended to be exhaustive, but it sets forth the seriousness of offenses warranting immediate discharge.

The School shall retain its authority to take all other disciplinary action against employees whether probationary or non-probationary at its sole discretion.

The failure of the Employer to invoke the strictest discipline for an infraction on one occasion shall not affect the right of the Employer to invoke a different or stricter discipline for a later or different infraction of the rule.

ARTICLE IX – 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, in writing if circumstances allow, 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 X – GRIEVANCE PROCEDURE

The parties to this agreement are committed to ensuring that any disagreements are resolved through a productive process that ultimately benefits the School, its Students, its Employees, and the Community.

A. Definition of Grievance

For the purposes of this Agreement, "grievance" means any dispute between the Employer and the Union or any Employee with respect to the alleged violation of a specific provision of this Agreement.

B. Right to Representation

Employees are entitled to be accompanied by a Union Representative at any Grievance Meeting if they request that an available Union Representative attend.

C. Investigation

The Union and the Employer recognize a mutual duty to furnish information relevant to grievances. If one Party sends the other a written request for information relevant to a grievance, the receiving Party will respond within a reasonable amount of time. Neither Party shall be required to supply information that is confidential or privileged, or to provide information that would impose an undue burden on the responding Party.

The procedure for the resolution of Grievances shall be as follows:

D. Step 1: Informal Conference

The aggrieved Employee shall present any grievance to the Programme Coordinator, or the Director with authority over the Employee, who shall attempt to resolve the matter through discussion with the aggrieved Employee. The Grievant shall articulate the alleged violation(s) and remedy sought. The conference must be requested within fifteen (15) school days following the act or initial occurrence of the condition which is the basis of the grievance. The Programme Coordinator or the Director shall provide a response within 10 school days.

E. Step 2: Head of School

The Grievant or Union Representative shall submit a concise summary of the grievance to the Head of School, or their designee, in writing within ten (10) school days of exhaustion of Step 1. The written summary shall detail the article(s) of the contract allegedly violated and include supporting documents or materials and the specific relief sought by the grievant. The Head of School or their 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 within ten (10) school days, with one (1) copy to the Grievant, (1) one copy to the President of the School's Board of Directors, and one (1) copy to the Union Representative.

In no case may an Employee or Union representative present or discuss any grievance during work time without the specific and advance permission of the Employer.

Any grievance initiated by the Employer shall be presented to the Union at Step 2 of the grievance procedure, meaning that the parties shall follow the procedure set forth in the foregoing paragraphs except the Employer will be the party submitting a written grievance, and the Union will provide responses at Steps 2 and Steps 3.

F. Step 3: Board of Directors

If the grievance is not resolved at Step 2, within seven (7) school days after the grievant receives an answer to the grievance or the time for answering has expired, the grievant shall request that the Board of Directors facilitate a meeting to attempt to find an acceptable resolution. Such request should be sent to the Board President or his/her designee in writing, and the Board will facilitate such a meeting within fifteen (15) school days of receiving the request or as soon as the Board is able to convene such a meeting. The Board President or his/her designee shall respond in writing no later than ten (10) school days of the meeting.

G. Step 4: Neutral Third Party

If the grievance is not resolved at Step 3, then the party seeking resolution may, at its option, proceed to the next level, which is a request for arbitration. A written request for arbitration must be submitted with a copy to the American Arbitration Association, within ten (10) school days after receiving the Step 3 response. The notice shall set forth the claim submitted for arbitration, the specific provision(s) of the Agreement involved, and the remedy sought.

The aggrieved party shall request the AAA to process the grievance to arbitration in accordance with the voluntary labor arbitration rules of the American Arbitration Association for this proceeding. Date of mailing or hand-delivery shall constitute filing under this Article. 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.

If the parties cannot agree upon the designation of an impartial arbitrator, either party may within seven (7) school days following the request for arbitration, ask the American Arbitration Association to submit a panel of five (5) arbitrators from which to select the arbitrator. To select the arbitrator, each party shall strike two (2) names from the list, and the remaining name shall be the arbitrator. The party requesting the arbitration shall make its strikes first.

The arbitrator selected from the list above shall hear the evidence presented by both parties in accordance with AAA Rules, and shall render his/her decision in writing within sixty (60) calendar days from the date of the hearing.

The arbitrator's decision shall be final and binding on the Employer, the Union and the Grievant. The fees and expenses of the arbitrator shall be paid by the party who loses the arbitration. The costs, if any, of a hearing room, shall be shared costs between the Employer and the Union.

Without mutual written agreement to the contrary, only one grievance shall be heard at any one arbitration hearing.

H. Time Limits

Grievances may be withdrawn at any step of the Grievance Procedure. Grievances not advanced within the designated time limits or extended by mutual agreement will be treated as withdrawn grievances.

The time limits at any step or for any hearing may be extended by mutual agreement of the parties involved at that particular step.

For the purposes of this Article, “school days” refers to every weekday when the school is not closed according to the latest school calendar between the “First day of school” and the “Last day of school for faculty and staff.” Any grievance arising out of an event occurring less than ten school days prior to the “Last day of school for faculty and staff” must be presented no later than fifteen (15) calendar days after the “Last day of school for faculty and staff.”

ARTICLE XI – PERFORMANCE REVIEW

A. Performance Review

Teachers are evaluated using the Teacher Advancement Program (TAP) rubric or Classroom Assessment Scoring System (CLASS), Student Learning Targets, and when applicable, the Value Added Model (VAM) from the Louisiana Department of Education (LDOE), which result in a final COMPASS score. Administrators and mentor teachers observe teacher instruction periodically throughout the school year and follow the TAP or CLASS protocol for meeting with teachers after each observation to discuss the lesson, its strengths and areas of growth, and plan together for one strategy towards improvement on the next observation.

A Satisfactory/Proficient score under the COMPASS system is:

- Highly Effective 3.5 - 4 (out of 4)
- Proficient/Satisfactory 2.5 - 3.49 (out of 4)

Additional areas of performance to be evaluated by the School are:

- Professionalism;
- Participation in professional development and staff/team meetings;
- Evidence of commitment to mission and vision for the School;
- Positive relationships with students, faculty, and community;
- Timeliness of reporting (lesson plans, grades, parent conference reports, progress reports, etc.);
- Attendance, promptness, and fulfillment of other non-instructional duties; and
- Compliance with other School rules, policies and procedures

B. Remediation

If an Employee fails to meet the School's expectations (a COMPASS score of Highly Effective or Proficient/Satisfactory, in combination with the additional factors listed), the Director/Principal or Head of School will meet with the Employee to explain the results of the evaluation, and has authority to take other action(s) they deem appropriate, including but not limited to the following:

1. Offer coaching in an effort to assist the Employee to improve their performance;
2. Direct the Employee to professional development opportunities relevant to specific performance challenges;
3. Provide an action plan with specific goals designed to help the Employee meet expectations; and/or
4. Schedule a follow-up meeting to discuss the Employee's progress and the achievement of any Action Plan goals.

C. Changes To Performance Review

If either party requests that a change be made to the performance review system in place at the time of this Agreement a Subcommittee shall be formed of an equal number of Union and Employer representatives, with the purpose of determining an adjustment to, or replacement of, the current performance review system. Such a request will be made through the relevant Leadership Committee, which shall be charged with determining a schedule for the Subcommittee, and approving the changes or replacements proposed by the Subcommittee.

Nothing in this section should be construed to prohibit the School from complying with laws, regulations, or directives issued by government authorities relating to performance evaluations.

ARTICLE XII – DUTIES, HOURS AND WORK YEAR

A. Work Day

Employees shall work 8.25 hours each school day and each day of professional development with the exception of Wednesdays, when the work day is 9.5 hours. A minimum of 9 Wednesdays per school year will be designated by each school principal as standard release time instead of professional development.

Employees will record their presence in the school time keeping system. An Employee who fails to report to work on time or to remain at work during regular work hours or

other required working time without obtaining permission in advance from their supervisor may be subject to discipline, up to and including discharge. Employees must comply with alternate start and end times at various campuses, so long as such times do not require more than 8.25 hours of work time 9.5 hours on Wednesdays.

B. Duties During Contract Hours and Duty Free Lunch

Teacher Assistants will be guaranteed a duty free 30 minute break for lunch between the hours of 11:00am and 1:30pm.

C. Planning Time

All teachers will be scheduled for 90 minutes of planning time daily, during each standard regular-length school day, unless otherwise recommended by the Labor Management Committee and approved by the Head of School. Non-standard school days include those with field trips, standardized testing, and other special events. Planning time will not be divided into more than two (2) distinct blocks of time, and each planning block will consist of at least thirty (30) minutes. The planning and preparation time shall be used judiciously and appropriately, and may include: collaborative planning, grade-level departmental meetings, professional development, and SAT and IEP meetings. For the sake of clarity, the parties understand that there may be other meetings that take place during this planning and preparation time. Accordingly, the parties understand that this list is illustrative and not exhaustive.

The School will make every effort to make sure that 30 minutes of the 90 minute planning time per day is duty free and self-directed.

In an effort to make scheduling of necessary meetings easier, both the employer and employee will maintain updated google calendars. Those calendars should be updated preferably in real time, but no less than weekly.

D. Usage of the School Building

Any Employee wishing to use the School building or facilities on a day that is not a normal workday, including, without limitation, holidays, weekends, and summer break, must submit a written request to the Building Operations Manager no less than seven calendar days in advance.

E. Additional Duties

All Employees, unless otherwise excused, shall be required to work during important events that are mutually recognized to be important to the maintenance and advancement of the school. Employees are required to attend the following number of school events and conferences:

	Selected by Employer	Selected by Employee
Teacher Assistants	0	0
High School	4	3
Middle School	5	2
Elementary School	5	0

Employer will provide Employees with a list of Additional Duty activities within the first month of the academic year, including the required activities selected by the Employer and a selection of activities from which the Employee may fulfill their required selections. Employees may be required to select their chosen activities within two weeks of the provision of this list of activities. All of the options and selections pursuant to this section shall be made in writing. If an Employee does not select their full complement of elective activities within the designated time, the Employer may assign any additional required duties at the Employer's discretion.

F. Grades/Record Keeping

Employees are responsible for adhering to all applicable Employer written grading/assessment policies including, without limitation, all deadlines.

Employees are responsible for maintaining accurate and updated records, including without limitation, plans and student data such as attendance records, and universal assessments.

Employees will keep an electronic or hard copy of all written communications regarding behavior, academics, health issues and student absences sent to or received from parents of students. Employees also will keep an updated google calendar, a log of School-related telephone calls with parents of students, including the date and brief description of the substance of the call and/or any voicemail message.

G. Substitutes

The parties recognize that teachers will have unexpected absences from time to time, which will require a substitute teacher to avoid an interruption of instruction. No later than the end of the first day that students begin classes, a substitute packet of materials that can be used by the substitute teacher, in the event of an unexpected absence, shall be submitted by every Teacher to the Grade Level Leader or Department Chair in hard copy. This packet shall include at least one detailed lesson plan for each of the teacher's classes with a copy of accompanying instructional materials (such as worksheets) for each student, class schedules, and the most current class roster provided by the School. This packet of materials must be updated each time a teacher has an unplanned absence.

Employees may be required to request substitutes through a third party provider. Employees shall notify their direct supervisor of their request for a substitute at the time of the request.

If an Employee uses their designated planning time to cover for an absent colleague whether by choice or assignment, for more than thirty minutes per occurrence, they shall be compensated at a rate of \$35/hour for this time. The mechanism for recording and reporting this time shall be created and administered by the Employer. These forms must be turned in to the campus Principal within 10 business days from the date of coverage.

H. School Property

Employees use valuable School property and equipment in the course of their duties. Employees will be required to reimburse the Employer for any School-issued property or equipment that is lost or damaged as a result of the Employee's fault or negligence, provided said Employee is given written notification of the receipt of said property, if said property is beyond the normal classroom and curriculum materials and supplies.

I. Intentionally left blank

J. Work Year

Employees shall be required to work no more than one-hundred-and-ninety-seven days in each academic year.

ARTICLE XIII COMMITTEES

A. Diversity, Equity and Inclusion Committee

1. A Diversity, Equity and Inclusion Committee (hereinafter “DEI”) shall be formed to support the school’s mission and vision of serving our diverse community in an inclusive manner, and to produce students who will be contributing citizens in a global society. Specifically, the DEI Committee will create school goals, perform progress monitoring of school goals and may recommend policies, with the final approval of the Head of School. In the event that the Head of School does not approve the decision of the DEI Committee, the Committee may proceed with the recommendation, provided that at least 8 members of the Committee vote to proceed. The committee will address matters related to diversity, equity, and inclusion that are aligned to the school’s mission and vision.
2. During its initial term the DEI Committee shall address the following:
 - a. An initial assessment of the school’s DEI progress through the selection of an established assessment instrument (such as the We Are Beloved equity audit, Tripod surveys, and/or student data). The cost of such instruments should be considered during this selection, and consultation with, and approval from, the Director of Finance and Operations is required for all contract purchases.
 - b. Create and/or review existing school goals, progress monitoring and policies related to diversity, equity and inclusion for alignment with the school’s mission and vision.
 - c. Review on a regular basis the progress made towards DEI goals, and report these results to the school staff.
3. The DEI Committee shall have two Chairpeople, one appointed by the Employer and one appointed by the Union. The Chairpeople shall, jointly, schedule meetings, set agenda items and call votes of the Committee. In the event that the Chairpeople are unable to jointly perform any of their duties, if an individual Chairperson obtains the agreement of seven of the ten members, in writing, they may proceed in setting meetings, adding agenda items and calling votes.
4. The membership of the Committee is set at ten members, five of whom shall be selected by the Employer and five of whom shall be selected by the Union. These membership totals will include the Chairpeople. All members will have a single vote.
5. A Secretary will be selected from the membership by a simple majority vote of

the members. The Secretary shall be responsible for taking the minutes of all meetings, including a listing of all agenda items and an overview of the Committee discussions, as well as the results of all votes. The Secretary shall be responsible for publishing the minutes of each meeting to the Employer and Employees within five school days of the meeting. In the event that the Secretary is not present for a meeting, the Chairpeople shall select a substitute Secretary for that meeting, who shall have the same Secretarial duties during said meeting.

6. Members of the DEI Committee shall serve terms of two to three years, so that after the initial membership is established, the terms of the members will be staggered. Of the initial membership, two Employer members and two Union members will serve two year terms, with the remaining members serving three year terms. All members selected after the initial terms shall serve three year terms. Members are permitted to serve consecutive terms. In the event that a member of the Committee resigns from the Committee or leaves the School, a replacement member will be selected to complete the term of the departing member.
7. The members of the Committee selected by the Employer and the Union shall include an Employer and Union member from each of the schools (Elementary School, Middle School and High School) and an Employer and Union member from Student Support (Special Education or English Language Learners staff).
8. The members of the DEI Committee shall strive for consensus whenever possible. In the event that consensus is not achievable, a majority of votes will be required for all decisions. A quorum for voting will be established with seven members present.
9. The DEI Committee shall meet at least four times within each academic year.
10. The DEI Committee shall create Sub-Committees as needed, for the purpose of researching and recommending specific issues, progress monitoring, specific policy recommendations, and all other issues under the purview of the DEI Committee. Sub-Committees may be created with a simple majority vote of the DEI Committee. Sub-Committees shall have an equal number of Employer and Union members (drawn from the DEI Committee and additional faculty and staff), with the amount of members of each Sub-Committee, and a designation of their school role (Elementary School, Middle School, High School, Student Support) agreed to by a simple majority vote of the DEI Committee.

B. Leadership Committees

1. Leadership Committees shall be established for each of the Elementary School, Middle School and High School. The purpose of these Committees shall be to improve academic performance of the Schools and the Programme which they represent, in the service of the MJCS mission and vision. These Committees shall facilitate collaboration amongst Employees and Administration by supporting faculty voice in Programme and School decision making. The Committees shall endeavor to fulfill their purpose through direct action or recommendations to the Head of School. These Committees will not create policies that affect other schools without approval of the Head of School.
2. Each Committee shall have two Chairpeople, one selected by the Administration and one selected by the Union. The Chairpeople shall jointly set meetings, establish agenda items and call votes. In the event that the Chairpeople are unable to jointly agree to such meetings, agenda items and votes, either Chairperson may do so with the written agreement of a majority plus one of the membership of that Committee.
3. The membership of each Committee shall consist of an equal number of members from the Administration and Employees of the relevant School, numbering between three and five members from each, inclusive of the Chairpeople.
4. Each Committee's members shall select a Secretary by majority vote. The Secretary of each Committee shall be responsible for recording the minutes of their Committee's meetings, including agenda items and an overview of discussions. If the Secretary of a Committee is not present for any meeting, the Chairpeople shall designate an Acting Secretary for the relevant meetings and the Acting Secretary shall be responsible for carrying out the required duties during said meeting. The Secretary shall report out the minutes of each meeting to the staff of the relevant school within one week of the meeting.
5. The members of these Committees shall strive for consensus in decision making when possible. In the event that a consensus can not be reached, a majority vote of the present members will be required for decisions. A quorum for voting shall be established by each Committee, with the quorum for each being at least a majority of the total membership of that Committee.
6. The term of each Committee member shall be one academic year, with the selection of Union members occurring during the academic year prior to the academic year in which the term shall be served. In the event that a Union or Administration member is unable to complete their term, a replacement shall be

selected to complete the interrupted term. Members may serve additional subsequent terms.

7. These Committees shall meet at least four times each academic year.
8. These Committees may create Sub-Committees as needed, for the purpose of researching issues and making recommendations. Sub-Committees may address
 - progress monitoring
 - data collection
 - policies and practices

Sub-Committees shall have an equal number of Employee and Employer members. The establishment and membership of Sub-Committees shall be created through a simple majority vote of the relevant Committee members.

9. Each Committee shall create a dedicated Sub-Committee, within the first academic year of their existence, to address stipends related to additional duties and extra-curricular activities. These Sub-Committees shall also address membership requirements, deliverables, timelines and any additional requirements for clubs, sports teams, performance activities, professional training and education, and any other relevant staff opportunities.

C. Labor Management Committee

1. The Labor Management Committee will facilitate communication between the Employer and the Employees with regard to employment issues.
2. The Labor Management Committee shall consist of three (3) regular Union representatives and three (3) regular Employer representatives.
3. This Committee will meet on a schedule that the Committee determines by majority vote, but no less than three times per school year.
4. Majority vote decisions by the Labor Management Committee may result in a Memorandum of Understanding (MOU). However, the Committee shall have no authority to change, delete, or modify any of the terms of the existing Collective Bargaining Agreement, nor consider grievances arising under the Agreement.
5. Majority votes on matters not requiring an MOU will be presented as a recommendation to the Head of School.

ARTICLE XIV – SCHOOL ENVIRONMENT

A. Teacher Participation

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

B. Classroom Composition

All students transferring into MJCS after the first month of the academic year will be assessed using appropriate grade level assessments prior to classroom placement by the School.

At Morris Jeff Community School all students with disabilities are a part of their grade level and homeroom class community. Students are provided a continuum of services as per their IEP. Services are provided both inside the classroom and/or in other settings as required by their IEP. The philosophy of MJCS is to ensure that every student with a disability is a part of their grade level, classroom, and school community.

C. Student Development

The School is committed to educating the whole child. It recognizes that all aspects of our students' development must be considered and nurtured in order to fully meet their needs. This is consistent with the principles of the International Baccalaureate Organization, which focuses on the importance of its authorized schools realizing all aspects of child development in addressing students' education. The School has historically worked to find resources to support students' physical, emotional, social, cognitive and mental health needs, and will continue to do so.

Morris Jeff Community School is committed to diversity in education and to providing a learning environment that is child-centered and fosters personal, creative, and academic excellence. We believe inclusive environments are the best environments for students to learn and grow. All students learn best when they learn with peers from a variety of backgrounds and experiences. Daily interactions between students with differences build our students' empathy for others, increase their ability to see others' perspectives, and allow our students to understand cultures different from their own. At Morris Jeff Community School, we believe that inclusion does not just apply to students with disabilities, but all students that require support to develop their talents fully. We believe that all Morris Jeff staff and administrators have a shared responsibility for the success of all students, regardless of their needs. The teachers, student support staff,

and teaching assistants collaborate with each other and deliver instruction effectively using the principles of Universal Design for Learning (UDL).

ARTICLE XV – COMPENSATION

A. Salary

1. The following titles or their equivalents will be paid on the Teacher salary scale (see Appendix A):
 - a. Teachers
 - b. Librarians
2. The following title or their equivalents will be paid on the Teaching Assistant salary scale (see Appendix B):
 - a. Teaching Assistants
 - b. In House Substitute Teachers
3. Employer agrees that any raise approved and funded by the State of Louisiana for K-12 Employees shall be matched for Pre-Kindergarten staff if they are not covered by the relevant legislation. Employer shall not be liable for the continuation of this compensation if alternative funding is provided by the State of Louisiana for these staff members.
4. The employer agrees that the salary scales attached as Addendum A and Addendum B shall be adjusted to incorporate the pay raises. The Employer further agrees that it will pay any raises passed by the state of Louisiana or any other governmental entity as raises in each paycheck in the following manner:
 - a. The increase will be paid out in each paycheck starting with the beginning of the school year in which it has been scheduled to be implemented.
 - b. If said raises have been approved and implemented by the legislature after June 30th of the contemplated implementation year, the administration will be granted additional days equivalent to the number of days after June 30th to apply the raises. After that time, the raises shall be paid in each paycheck. Additionally, a lump sum for any amount that would have been received in each paycheck prior to that date shall be paid within 2 weeks of said date.

B. Stipends

Leadership Committees shall create Sub-Committees to address alterations and additions to the stipends for the category of club sponsors.

Absent guidance from the Leadership Committees, the following stipends shall be paid for the completion of the relevant activities during each academic year:

1. Middle School Coaches: \$1300; Middle School Assistant Coaches: \$650
2. High School Coaches: as determined by the Athletic Director and agreed to in writing by the relevant staff member.
3. Grade Level Leaders and Department Heads/or other (Departments/ grade levels must consist of 3 or more employees) \$600
4. Club Sponsors: \$500
5. TAP/CLASS Mentors: \$1800

C. Benefits

1. The School will continue to pay 70% of employee premiums for Employees who participate in the School's group health insurance plan. Employees will continue to pay 30% of such premiums.
2. The School will continue to provide the following additional benefits to all full-time Employees who properly enroll in such plans, without cost to the Employee:
 - a. Short term disability insurance;
 - b. Long-term disability insurance;
 - c. Life Insurance.
3. The employer will continue to provide retirement benefits through the Teacher Retirement System of Louisiana.

ARTICLE XVI – LEAVE PROVISIONS

A. Paid Time Off for Illness or Personal Leave

1. All employees shall receive 11 days (88 hours) paid time off (hereinafter, "PTO") per school year to be used for illness or personal leave. This leave shall be accrued proportionally over the course of the school year.
2. Employees shall be given an opportunity during the last two weeks of the school year

to designate unused PTO days as follows:

- a. The first five (5) unused PTO days may be rolled over to the PTO account of the employee for the following school year.
 - b. Up to five (5) additional unused PTO days may be “cashed out.” The cash out amount will be added to the first pay period following the end of the school year, by means of a second paycheck. The cash out amount will be calculated by multiplying the number of qualifying unused PTO days by the average daily salary of the Employee during the school year in which said PTO days were accrued. The cash out option may be used only after the Employee has rolled over a full five unused PTO days.
 - c. Employees may choose to donate unused PTO days to a pool that may be drawn from by Employees during extended periods of need, with said pool and donations thereto to be managed by the Employer. The Employer retains the right to approve the use of this donated PTO pool on a by case basis. Employer agrees that decisions regarding this section will be made with significant input from the labor management committee. However, final decisions under this section will remain in the sole discretion of the CEO.
3. Employees shall not be allowed to exceed sixteen days of accrued PTO within any school year. If an employee takes PTO beyond these sixteen days, a commensurate payroll adjustment may be made at the next payroll period after the time of the overage.
 4. Requests for non-emergent personal leave must be made at least five school days in advance.
 5. Employer may designate certain scheduled work days as “blackout days” prior to the start of the academic year. Blackout days shall not exceed 15% of total work days in a given academic year. If an Employee elects to take PTO on a date that has been designated a blackout day, said Employee will be assessed 1.5 PTO days (rather than the standard 1.0 PTO days) or 0.75 PTO days (rather than the standard 0.5 PTO days). Under extenuating circumstances, a principal may, in their discretion, override the blackout dates listed in this section. In those instances, a Principal shall be allowed the discretion to characterize an absence on a blackout date differently than it would normally be categorized under the rules listed in this Article.
 6. Employees may request half days (4 hours) or whole days (8 hours) of PTO.
 7. Employees shall be entitled to utilize no more than five days of PTO, beyond their accrued and banked allotment, absent written approval from the Employer. If an

Employee is terminated or resigns with a negative balance of PTO days, a commensurate amount of salary will be deducted from their final paycheck. If an Employee, at any time during the academic year, exceeds their potential PTO balance for that academic year, a commensurate payroll adjustment may be made from the next available pay period after the time of the overage.

B. Bereavement Leave

1. An Employee shall be granted a leave of absence for the death of any member of the immediate family without loss of pay or benefits or deduction from other personal leave.
2. Members of the immediate family include the Employee's spouse, domestic partner, child, parent, parent-in-law, grandparent, grandparent-in-law, granddaughter, grandson, daughter-in-law, son-in-law, step-parent, brother, sister, brother-in-law, sister-in-law, child of employee's spouse or domestic partner.
3. This leave shall be up to five days for the death of parent-in-law, grandparent, grandparent-in-law, granddaughter, grandson, daughter-in-law, son-in-law, step-parent, brother, sister, brother-in-law, sister-in-law. This leave will be up to 7 days for the death of a spouse, domestic partner, child, child of the employee's domestic partner partner, parent, or step-parent of the employee.
4. For purposes of this section only, Domestic Partner shall be defined as: person(s) in an intimate, committed relationship, that live together, are responsible for each others' basic living expenses, and are both 18 years or older. In order to be eligible for the bereavement benefit for a domestic partner or the child of a domestic partner, the employee must complete a notarized affidavit to be completed and submitted to the HR department. If management has reason to believe that the statements regarding the domestic partnership have been falsified, management reserves the right to revoke these benefits for the individual employee(s) and/or revoke the entire policy. Nothing in this policy should be applied to any other section in this Agreement.

C. Jury Duty

Employees summoned for jury duty will be granted a leave of absence for the period of time required for such jury duty. The leave of absence will be granted without loss of personal leave time. Any Employee summoned for jury duty must provide the Director of Finance and Operations with an authentic summons, subpoena or notice prior to such duty and upon returning to work must present proof of jury duty service, including the dates of the Employee's service.

Employees are expected to return to work if they are excused from jury duty during their regular working hours.

D. Religious Observance

Employees shall be permitted to use personal leave for religious holidays that are not observed by the school. If an employee has no personal leave available, additional religious observances may be granted by the Head of School as unpaid leave.

E. Family and Medical Leave

Employees have the right to take leave in accordance with the Family & Medical Leave Act (FMLA). Employees shall use paid time off for illness or Personal leave concurrently with any leave taken pursuant to the FMLA.

F. New Child Leave

After working at Morris Jeff for a minimum of 12 months or 1,250 hours, all full-time employees are eligible for paid New Child Leave when a new child joins their family.

The primary caregiver (must be a Morris Jeff employee) of a biological new born child is eligible for 38 days of paid leave at 40% of daily rate, which shall be taken concurrently with FMLA and short term or long term disability, after the birth of the child. The primary caregiver (must be a Morris Jeff employee) of an adopted non-school aged child is eligible for 15 days of paid leave at 100% of daily rate, which shall be taken concurrently with any FMLA leave. The primary caregiver (must be a Morris Jeff employee) of an adopted school aged child is eligible for 10 days of paid leave at 100% of daily rate. The secondary caregiver (must be a Morris Jeff employee) of a biological or adopted non school aged child is also eligible for ten (10) days of paid leave after the birth or adoption of a child, In addition, employees may stay out up to 12 weeks under FMLA and use their PTO or PTO bank.

Employees who have been employed with Morris Jeff for under one full year are entitled to receive standard short term or long term disability benefits if eligible, and five (5) days of paid leave at 100% of daily rate upon the birth, adoption or placement of a child. If the employee is eligible for the disability payments, these five days would be used to supplement the other 40% of their paycheck for a duration of 12.5 days.

While on leave under this policy, employees will continue to receive health benefits at the same level and under the same conditions as if the employee had continued to work. Please note that employees will still be required to pay their portion of any health care benefits as previously paid prior to leave.

Employees who are already on Morris Jeff's medical plan may add their new child to Morris Jeff's benefit policies as long as change forms are submitted to the insurance carrier within 30 days of the child's birth or adoption. If not timely submitted, the employee may be required to wait until open enrollment to add the new child. Please note that employees may be required to pay additional premium costs with the addition of a child to their benefits plans.

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

Employees should complete the Leave Request Form at least two months prior to the date of leave to ensure a smooth transition.

Morris Jeff will also comply with all requirements under the Family Medical Leave Act (FMLA). New Child Leave is concurrent with, not in addition to, Family and Medical Leave. Under the Leaves listed in this section, employees will be returned to the same or equivalent job with equivalent pay and benefits after the approved Leave ends. It is the policy of Morris Jeff to provide equal treatment to all employees in regard to New Child Leave without regard to race, color, religion, sex, sexual orientation, gender identity and expression, national origin, ethnicity, age, disability, marital status, military service status, or any other protected classification.

G. Nursing parent's return to work

The school shall develop a written policy based on applicable law to support school employees who are breastfeeding and pumping.

H. Leave Rights

All bargaining unit employees on a paid leave of absence shall continue to receive wages and other benefits and emoluments of employment, including but not limited to insurance and retirement credit in the same amounts as if they were not on leave.

Those employees who go on an unpaid leave of absence covered by the FMLA during any pay period shall receive their insurance benefits and retirement credits for the period they are on leave. Employees must remit via check/money order their portion of Employee elected benefits on a monthly basis to continue receiving said benefits. Upon the expiration of FMLA covered leave, they shall be allowed continued benefits at their own expense, to the extent they remain eligible for said benefits under the Consolidated Omnibus Budget Reconciliation Act (COBRA). Bargaining unit employees taking leaves

not covered by the FMLA will be allowed to continue benefits during their leave at their own expense to the extent they remain eligible for such benefits under COBRA.

A bargaining unit employee returning from any type of paid leave shall be entitled to return to the same position and assignment she/he had prior to the leave. A bargaining unit employee returning from any type of unpaid leave shall be entitled to return to the same position and assignment she/he had prior to the leave unless that position was filled in their absence with another employee, and in such case the returning employee shall be entitled to an equivalent position.

ARTICLE XVII – VACANCIES AND HIRING, RESIGNATION AND LAYOFF

A. Vacancies

A vacancy occurs whenever an Employee is promoted, transferred, demoted, discharged, or the Employee resigns from a position. Any Employee who wishes to be considered for a vacancy must submit a written request for consideration, with any information requested by the school, such as a resume and cover letter to the Head of School, and either the Employee's supervising Programme Coordinator or Director. Before publicly advertising any vacancy, the School will provide written notice of the Vacancy to Employees and the Union.

The school will comply with the following procedure when filling vacancies that are part of the annual hiring process typically starting in the winter to hire staff for the following school year. The school is not obligated to follow this procedure during exigent circumstances, including but not limited to the death, discharge, or unanticipated resignation/retirement of an employee:

1. The school will consider every Employee who submits a written request for consideration, with all requested information, before the vacancy is filled.
2. The Head of School or Principal will interview the candidate(s) who is determined to be the most qualified for the vacancy by the Head of School or Principal.
3. If the candidate has a successful interview, they typically will be invited to submit a lesson plan and to teach that lesson while being observed by the Head of School or their designee and, if possible one or more teachers.
4. When possible, within 24 hours, the Head of School and team members present during the sample teach will share feedback.
5. The Head of School or Principal will fill all vacancies with the candidate who they believe to be most qualified, in accordance with all applicable laws and regulations,

as well as policies and procedures adopted by BESE and the School. The Head of School or Principal also may consider whether filling a vacancy by transferring an Employee candidate would cause additional disruption in the Employee's existing class(es).

6. Every job offer made about the hiring of a candidate (internal or external) shall be coupled with an offer letter stating the same.

B. Employee Resignation

In order to minimize the disruption caused when an Employee resigns without notice, all employees agree to provide the Head of School or Principal or their designee, written notice of the intent to resign their employment no less than fourteen (14) days before their last day of work.

Employer recognizes that Employees shall continue to receive compensation and benefits pursuant to this contract through and until the commencement of the academic year following the notice of resignation, provided said Employee has completed their employment responsibilities through the end of the academic year in which the resignation was tendered, inclusive of professional development periods immediately following the academic year in which the resignation was tendered.

C. Layoff

A layoff occurs if the School determines that it must reduce the number of employees in the overall bargaining unit resulting in the separation of employment, without fault or delinquency on the Employee's part, because of adverse economic conditions.

Employees will be selected for layoff by the School after considering the following criteria, which are not necessarily listed in order of priority:

1. Length of service with the School;
2. Demonstrated current and past performance;
3. The needs of the School for employees with specific experience, skills, qualifications and/or certification; and
4. Promotion potential and transferability of skills to other positions within the bargaining unit.

An Employee's length of service is measured from the original date of hire by the

School, as long as there has not been a break in service greater than 30 days. For purposes of this section, Employees with breaks in service greater than 30 days, but less than one year per break, are credited only for their time actually worked; that is, the break time does not get counted unless required by law. Employees with a break in service greater than one year will receive credit for service only from their most recent date of hire with the School.

ARTICLE XVIII – NO STRIKE/NO LOCKOUT

During the life of the 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 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 that 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 Employees' activity is unauthorized in violation of this Agreement and each Employee should resume work at the school.

Employer agrees that there shall be no lock out of bargaining unit employees during the duration of this agreement or during any extensions of this Agreement.

ARTICLE XIX – MISCELLANEOUS

A. 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).

B. Successors and Assigns

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations contained in this agreement shall be affected or modified by the merger, consolidation, transfer of assignment, change in legal status or management of either party hereto. In the event that any entity to whom this Agreement is assigned fails to maintain all of the terms and conditions set forth herein, the Employer shall be liable for any and all quantifiable damages arising out of the assignee's failure to uphold this Agreement.

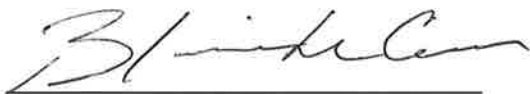
C. Reopener

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 19th day of December, 2023 and shall continue in full force and effect until its expiration date on the 31st day of December, 2026. The agreement shall be automatically renewed from year to year thereafter unless either party gives notice, in writing, to the other party at least ninety (90) days prior to the expiration date of this Agreement, or the expiration date of any renewal period, of its intention to change, terminate or modify the agreement. However, once such notice has been given, extensions may be agreed to with the written approval of both parties. Where such notice is given, then the parties shall endeavor during said ninety (90) day period to negotiate an Agreement in good faith and if none is reached, then this Agreement shall terminate and come to an end.

ENTERED INTO on this, the 19 day of December, 2023



Blaine LeCesne
Chair, Board of Directors
Morris Jeff Community School



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

Appendix A: Teacher Salary Scale

Step	Bachelors	Masters	Masters+30
0	\$50,150	\$50,950	\$51,450
1	\$50,950	\$51,750	\$52,250
2	\$51,750	\$52,550	\$53,050
3	\$52,550	\$53,350	\$53,850
4	\$53,350	\$54,150	\$54,650
5	\$54,150	\$54,950	\$55,450
6	\$54,950	\$55,750	\$56,250
7	\$55,750	\$56,550	\$57,050
8	\$56,550	\$57,350	\$57,850
9	\$57,350	\$58,150	\$58,650
10	\$58,150	\$58,950	\$59,450
11	\$58,950	\$59,750	\$60,250
12	\$59,750	\$60,550	\$61,050
13	\$60,550	\$61,350	\$61,850
14	\$61,350	\$62,150	\$62,650
15	\$62,150	\$62,950	\$63,450
16	\$62,950	\$63,750	\$64,250
17	\$63,750	\$64,550	\$65,050
18	\$64,550	\$65,350	\$65,850
19	\$65,350	\$66,150	\$66,650
20	\$66,150	\$66,950	\$67,450
21	\$66,950	\$67,750	\$68,250
22	\$67,750	\$68,550	\$69,050
23	\$68,550	\$69,350	\$69,850
24	\$69,350	\$70,150	\$70,650
25	\$70,150	\$70,950	\$71,450
26	\$70,950	\$71,750	\$72,250
27	\$71,750	\$72,550	\$73,050
28	\$72,550	\$73,350	\$73,850
29	\$73,350	\$74,150	\$74,650
30+	\$74,150	\$74,950	\$75,450

Appendix B: Teaching Assistant's Salary Scale

Years	HS Diploma	Associates	Bachelors
0	\$26,500	\$28,700	\$31,200
1	\$27,155	\$29,430	\$32,010
2	\$27,810	\$30,160	\$32,820
3	\$28,465	\$30,890	\$33,630
4	\$29,120	\$31,620	\$34,440
5	\$29,775	\$32,350	\$35,250
6	\$30,430	\$33,080	\$36,060
7	\$31,085	\$33,810	\$36,870
8	\$31,740	\$34,540	\$37,680
9	\$32,395	\$35,270	\$38,490
10	\$33,050	\$36,000	\$39,300
11	\$33,705	\$36,730	\$40,110
12	\$34,360	\$37,460	\$40,920
13	\$35,015	\$38,190	\$41,730
14	\$35,670	\$38,920	\$42,540
15	\$36,325	\$39,650	\$43,350
16	\$36,980	\$40,380	\$44,160
17	\$37,635	\$41,110	\$44,970
18	\$38,290	\$41,840	\$45,780
19	\$38,945	\$42,570	\$46,590
20	\$39,600	\$43,300	\$47,400
21	\$40,255	\$44,030	\$48,210
22	\$40,910	\$44,760	\$49,020
23	\$41,565	\$45,490	\$49,830
24	\$42,220	\$46,220	\$50,640
25	\$42,875	\$46,950	\$51,450
26	\$43,530	\$47,680	\$52,260
27	\$44,185	\$48,410	\$53,070
28	\$44,840	\$49,140	\$53,880
29	\$45,495	\$49,870	\$54,690
30+	\$46,150	\$50,600	\$55,500