



**Collective Bargaining Agreement between
Benjamin Franklin High School And
United Teachers of New Orleans**

July 1 2025 - April 15 2029

TABLE OF CONTENTS

Preamble_____	3
Article I: Purpose_____	3
Article II: Recognition_____	3
Article III: Academic Freedom_____	5
Article IV: Non-Discrimination_____	6
Article V: Employer Rights_____	6
Article VI: Union Rights_____	8
Article VII: Safety_____	10
Article VIII: Annual Performance Review_____	11
Article IX: Evaluation Results and Remediation_____	15
Article X: Probationary Status_____	17
Article XI: Just Cause and Progressive Discipline_____	17
Article XII: Grievance Procedure_____	19
Article XIII: Hours, Workload, Duties_____	21
Article XIV: Coaching _____	24
Article XV: School Environment_____	26
Article XVI: Compensation and Benefits_____	28
Article XVII: Leave Provisions_____	29
Article XVIII: Hiring, Layoff and Recall_____	31
Article XIX: No Strike / No Lockout_____	32
Article XX: Duration, Reopeners and Severability_____	32
Appendix A: BFHS Salary Scale 2023-2027_____	34
Appendix B: The Seven Standards of Just Cause_____	35

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 ____ day of _____ 2025 by and between Advocates for Academic Excellence in Education, Inc which operates the charter for Benjamin Franklin High School, located in New Orleans, which together with its Board of Directors, managers, principals and administrative staff shall be referred to in this Agreement as “the Employer” (hereinafter referred to as the “Employer,” “AAEE” or the “School”) and United Teachers of New Orleans, Local 527, LFT, AFT, AFL-CIO (hereinafter referred to as the “Union”), acting herein as the exclusive representative of the bargaining unit members who are Employees of the said Employer, as hereinafter defined, now employed and hereafter to be employed as collectively designated as the “Employees.”

W I T N E S S E T H

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

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

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

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

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 student facing full-time and part-time Employees employed by AAEE at Benjamin Franklin High School including, but not limited to,

the following job classifications: teacher, academic counselor, registrar, mental health professional, special education teacher, teacher resident, permanent substitute teacher, and study hall proctor. All supervisory, managerial Employees, temporary Employees, and the following specific positions or their equivalents are excluded from the Bargaining Unit:

1. CEO
2. Principal
3. Operations Assistant Principal
4. Academic Assistant Principal
5. Development Director
6. Chief Financial Officer
7. Admissions Director
8. Security Officers
9. Human Resources Director
10. Maintenance Employees
11. Administrative Staff
12. Dean of Students
13. Dean of Academics
14. Dean of Student Support
15. 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.

Administrators may teach one course per year so long as it does not reduce a bargaining unit member's load or salary.

Administrators who teach a course must 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 Principal in consultation with Department Chairs.

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 standards-based course content and within the planned instructional program as determined by reasonable 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 manner, and assuming that all discussion and presentation shall be maintained within the outlines of standards-based course content, be pedagogically justifiable, and be subject to standards of DEI and Title IX policies.

The Employer will work affirmatively with teachers to retain academic freedom for teachers and students based on schoolwide instructional procedures already in place.

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.

Employees shall co-own and may use their own lesson plans, assessments, and instructional materials developed while employed by the Employer, without being deemed in violation of any employment Agreement with the Employer. Any intellectual property developed for instructional or pedagogical purposes created while a staff member is employed is the joint intellectual property of both Employee and Employer. When separation of employment occurs, for any reason, Employees shall be provided with reasonable time and access to collect any personal belongings and/or electronic files that the Employee created or maintained, unless in the

Employer's discretion the health and safety of the school or its students are at risk. The Employer reserves the right to deliver all materials to the departed Employee at their home.

When using lesson materials externally, employees may not label the materials with Franklin's name or logos, or leverage the Franklin brand for personal gain.

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 will comply with all applicable Civil Rights law including, but not limited to, Titles VII and IX of the Civil Rights Act, and shall maintain a current procedure for reporting violations on its website. Staff will not face retaliation for reporting violations.

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 chairs and coaches.

K. To make and implement decisions concerning use of extracurricular duties and determination 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. UNION RIGHTS

Bargaining Unit Representatives

The Union will provide in writing to the Board President the names of up to four bargaining unit members serving as Union Representative. No Union Representative will be recognized by the Employer unless such written designation is made by the Union to the CEO and Board President. The authority of the Union Representatives so designated by the Union shall include presentation of grievances in accordance with the provisions of the Grievance Procedure and the transmission of such messages and information which shall originate with, and are authorized by, the Union or its officers.

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. 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. The Employer has the right to make decisions about budget and revenue for the school (see Article V). The Union has a responsibility to ask questions regarding budgetary decisions, and a right to receive a response within ten school days from either the CEO or the CFO regarding budget decisions.

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.

VII. 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 Occupational Safety and Health Administration, the Center for Disease Control, or the Federal Emergency Management Agency, guidelines from those agencies will be given operational priority.

A. Classroom Safety

Classroom or office temperatures should not fall below 68 or rise above 76. If temperatures fall outside of this range beyond a week, or if air quality becomes unsafe, bargaining unit members will be offered an alternative teaching or working location. The Employer will provide support for disruptive students according to policies outlined in the student handbook and faculty procedures.

B. Building Safety

The Employer will maintain a clear, annually updated set of emergency plans, including a clear procedure for triggering the fire alarm.

C. Parking and Accessibility

We will have a designated parking lot in which faculty and staff shall have guaranteed parking.

VIII. ANNUAL PERFORMANCE REVIEW

A. Teachers

80% - Observations of Instruction

The evaluator will observe all teachers for a minimum of one full class period (A/B day) each year. Evaluators will use the state approved rubric.

- Non-probationary teachers with highly effective or higher ratings (3.50 or higher) will be observed for one full class period for the first semester OR the second semester for a total of 90 minutes per year. The observation shall be unannounced.
- Non-probationary teachers with below highly effective ratings will be observed twice a year for one full class period in the first semester and the second semester for a total of 180 minutes per year. The fall semester observation will be unannounced. For the Spring announced observation, teachers will be provided with notice of the observation week 48 hours prior to the start of the window. The evaluator will provide an announced observation window of one week for the Spring semester observation period.
- Probationary teachers will be observed for two one-hour (60-minute) observations and one full class period (95 minutes) observation. The evaluator will observe twice for one hour before the full class period observation in semester 2. For the two one-hour observations, no observation window will be given. For the full class period observation, the evaluator will provide an observation window of one week. Teachers will be provided with notice of the observation week 48 hours prior to the start of the window.

For the announced observation, teachers will provide a summary of their plans for the week on or before the first school day of the observation week by 8:00 a.m. Teachers will provide a lesson plan following the observation within (5) five school days. 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.

The evaluator will provide timely feedback to teachers (within 10 school days) following each visit. This feedback will be written feedback and will include a post-conference. The evaluator will complete an evaluation rubric after each visit. The teacher will complete a self-score on the observation using the rubric. 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.

10% - Design and Planning

Semester plans will be used as supportive documentation and evaluated using the Instructional Plan (IP) indicators within the Planning domain of the approved rubric. Teachers will submit semester plans to the evaluator within 5 school days of the start of each semester. The evaluator will provide feedback to teachers in response to insufficient plans within 5 school days of the due

date. After receiving evaluator feedback, teachers will have 5 school days to revise and resubmit their semester plans. The evaluator will provide feedback to teachers within 5 school days of the due date.

The lesson plan for the observation will be used as supportive documentation and evaluated using instructional plan (IP) indicators, including the student work (SW) and assessment (AS) indicators within the planning domain of the approved rubric. The evaluator will observe student work during the lesson observed. The assessment aligned with the observed lesson, not necessarily during the lesson, will be used as evidence of summative feedback. The evaluator will monitor assignments given in Google Classroom and PowerSchool.

10% Learning Environment

During the lesson, the evaluator will observe the classroom learning environment according to the approved rubric.

Annual Scores

Highly Effective Non-Probationary Teachers - 1 Observation

- Instruction Domain Score (80%)
- Planning Domain Score (10%)
- Environment Domain Score (10%)

Non-Probationary Teachers - 2 Observations

- Semester 1 Instructional Domain Score (40%)
- Semester 2 Instructional Domain Score (40%)
- Planning Domain Score (10%)
- Environment Domain Score (10%)

Probationary Teachers - 3 Observations

- 1st One Hour Instructional Domain Score (20%)
- 2nd One Hour Instructional Domain Score (20%)
- Semester 2 Instructional Domain Score (40%)
- Planning Domain Score (10%)
- Environment Domain Score (10%)

The final evaluation score ranges are as follows:

4.50 - 5.0: Exemplary

3.50 - 4.49: Highly Effective

2.50 - 3.49: Proficient

1.50 - 2.49: Emerging

1.0 - 1.49: Ineffective

A teacher who receives an annual score below 2.5 shall be part of developing a Performance Improvement Plan with their evaluator, the Assistant Principal of Academics, and a union representative as described in Article IX.

Student learning targets (SLTs) will continue to be required based on state regulations, but the outcomes will not be included in the teacher evaluation score for BFHS. Successful and timely entry of required SLT data into the LES platform is still required.

B. Counselors

Counselor evaluations will be based on specific counselor duties. All counselor duties correlate to the following five domains: Program Vision, Strategic Goal Setting and Action Planning; Student Services; Leadership, Advocacy, and Reflection; Professionalism and Integrity; and School and Community Engagement. Evaluators will have a meeting with each counselor regarding counselor specific duties with the matched domain and evaluate performance.

100% - Evaluations

Evaluators will use the approved rubric. Evaluators will schedule the evaluation with the counselor in advance.

- Non-probationary counselors with highly effective ratings will be evaluated once a school year.
- Non-probationary counselors below highly effective ratings and probationary counselors will be evaluated twice a year.
- Probationary counselors may be evaluated for a third time if proficiency is significantly below expectations according to the LEADS Counselor Rubric (see below).

Counselors will provide a copy of the goal-setting and action plan for the counseling program vision. The counselor will submit the goal-setting and action plan to the evaluator on or before the first school day of the evaluation week by 8:00 a.m. After each visit, the evaluator will provide timely feedback to counselors (within 10 school days). This feedback will be written feedback and a post-conference.

The evaluator will complete an evaluation rubric after the Fall and Spring observation. The counselor will complete a self-score on the evaluation meeting. An indicator within a category may be rated N/A if a counselor can offer an educationally sound reason or if it doesn't apply to the counselor's assigned duties.

Annual Scores

- Counseling Program Vision, Strategic Goal Setting, and Action Planning (45%)
- Student Services (40%)
- Leadership, Advocacy, and Reflection (5%)
- Professionalism and Integrity (5%)
- School and Community Engagement (5%)

Highly effective non-probationary counselors' scores will be used from one evaluation. Non-probationary and probationary counselors' scores will be averaged from the two evaluations. The scores will be averaged from the three evaluations for probationary counselors significantly below expectations.

The final evaluation score ranges are as follows:

4.50 - 5.0: Exemplary

3.50 - 4.49: Highly Effective

2.50 - 3.49: Proficient

1.50 - 2.49: Emerging

1.0 - 1.49: Ineffective

A counselor who receives an annual score below 2.5 shall be part of developing a Performance Improvement Plan with their evaluator, the Assistant Principal of Academics, and a union representative as described in Article IX.

Based on state regulations, student learning targets (SLTS) will continue to be required, but the outcomes will not be included in the counselor evaluation score for BFHS. Successful and timely entry of required SLT data into the LES system is still required.

C. All Other Members of the Bargaining Unit

Employee performance shall be evaluated mid-year and end-of-year. Mental Health Professionals and other non-faculty members of the Bargaining Unit shall be evaluated based upon an annual written plan developed within the first sixty days of the Employee's return to work date. The written plan will be developed by the Employee and their immediate supervisor in conjunction with the Director of Human Resources. The evaluation process encourages open communication, fosters development, and tracks progress toward goals.

Components of the written plan:

- Defined vision of role aligned with the job description and the school's vision, priorities, and goals.
- Clear priorities aligned with school priorities.
- Measurable and observable goals aligned with the school's vision, priorities, goals, and progress monitoring.

Mid-year evaluations will be conducted between November and January. The end-of-year evaluation will be conducted between April and June.

Evaluation feedback will be provided within the following components:

- Professionalism
- Progress towards goals
- Building a stronger, cohesive team

Supervisors and their direct reports will individually complete a reflection and share feedback in advance of the scheduled meeting. Direct reports will complete and share their reflection and feedback 48 hours in advance. Supervisors will complete and share their reflections and feedback 48 hours in advance.

Non-teachers who receive an annual score below 2.5 shall be part of developing a Performance Improvement Plan with their evaluator, the Assistant Principal of Academics, and a union representative as described in Article IX.

IX EVALUATION RESULTS AND REMEDIATION

Any Employee who receives an unsatisfactory annual performance review shall be part of developing a Performance Improvement Plan with their evaluator, the Director of Academic Advancement, and a union representative.

A PIP will follow the protocols below:

1. **Identify Strengths and Growth Areas**

- Meet with the Employee to discuss their strengths and areas for growth.
- Use data such as student outcomes, student assessments, observations, and feedback to inform the discussion.
- Expectations of student outcomes and assessments must align with policies from the Employee handbook.
- Identify specific areas where the Employee can improve their instruction.

2. **Set a Measurable Goal and Timeline**

- Work with the Employee to set a measurable goal aligned with the identified growth areas.
- The goal should be specific, measurable, achievable, relevant, and time-bound.
- Determine a timeframe for achieving the goal.

3. **Create Action Steps Aligned with Improving Growth Areas**

- Develop a plan of action that outlines the specific steps the Employee will take to achieve the goal.
- The action steps should be aligned with the identified growth areas.

- Include a timeline for completing each action step.
- 4. **Review Potential Challenges and Identify Support Needed to Achieve the Goal**
 - Discuss potential challenges that the Employee may face in achieving the goal.
 - Evaluate the Employee's interventions to address and mitigate the current challenges.
 - Identify the support that the Employee will need to overcome these challenges.
 - This support may include professional development, coaching, or resources.
- 5. **Set Progress Check-Ins**
 - Schedule bi-weekly check-ins with the Employee to monitor their progress.
 - During check-ins, the Employee's progress toward the goal will be reviewed and feedback will be provided. An email summary will follow within 2-3 school days.
 - Adjust the action steps as needed.

No PIP implementation can be shorter than 7 months in length. Any Employee who fails to meet the PIP requirements may be subject to discipline up to, but not limited to, termination.

Evaluation Results - Employee Rights

An non-probationary Employee who is evaluated "Ineffective" or receives an "ineffective score" will have the following rights:

1. The right to be notified of the ineffective evaluation score by May 15th.
2. The right to access all documentation relied upon by the evaluator in determining the Employee's ineffective evaluation score.
3. The right to submit a written rebuttal and have the rebuttal become a permanent attachment to the Employee's single, official personnel file.
4. The right to request an evaluation review meeting. Employees have five (5) days of receipt of the ineffective evaluation score to submit a written request for a meeting with their evaluator to discuss the evaluation, the reasons for the score, and whether the evaluator will reconsider the ineffective evaluation score. The Employer will schedule this meeting within five (5) days of the Employee's written request for a meeting.
5. The right to grieve an ineffective evaluation score that an Employee believes to be unreasonable, unfair, or an abuse of the evaluator's discretion. The Employee has five (5) days from the receipt of the ineffective evaluation score or five (5) days from the evaluation review meeting, whichever is later, to submit a grievance to the CEO/Principal. The grievance will follow the grievance procedure.

X PROBATIONARY STATUS

All Employees who have been employed by the Employer for less than two (2) years are considered probationary. The probationary year begins in August and ends in May for 10th month Employees and in June for 11th month Employees. Mid-year hires are also probationary from the date of hire through two full years. Probationary Employees may be subject to discipline up to and including termination or non renewal at the sole discretion of the Employer. By March 1st of the second probationary year, the Employer will offer in writing either a non-probationary position or inform the Employee of non-renewal. If a teacher is in the first four years of their teaching career, a third probationary year will be granted at the administration's request.

Employees will be evaluated on an annual basis, as laid forth in Article VIII. An Employee shall become non-probationary after the completion of their probationary period. The probationary status does not reset if an Employee leaves and returns. During probation an Employee will be provided with coaching by an experienced, successful, Franklin teacher or departmental peer, 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.

XI. JUST CAUSE AND PROGRESSIVE DISCIPLINE

A. A non-probationary Employee shall not be disciplined or terminated without adhering to the standards of just cause (see appendix B).

Reasons for discipline 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. An Employee shall not be disciplined or dismissed by any individual member of the board, the board as a whole retains all Employer rights of Article V.

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.

B 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. 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.

1. Progressive Discipline defined: The use of progressive discipline is intended to be corrective, not punitive. Progressive discipline is a systematic approach to correct unwanted behavior and deter its occurrence by administering disciplinary actions.
2. Discipline shall be progressive in nature according to the following steps:
 - a. Step 1: Verbal Warning
 - b. Step 2: First Written Warning
 - c. Step 3: Final Written Warning in Lieu of Suspension
 - d. Step 4: Suspension
 - e. Step 5: Dismissal
3. Any written notice of discipline shall include the following:
 - a. A section labeled "Employee Comments."
 - b. A section labeled "Next Steps," intended to contain remedial actions to improve the Bargaining Unit member's conduct. The Employer has the final decision on the contents and implementation of the remedial actions, which shall not result in the Bargaining Unit member incurring any costs. The Employer shall make a good faith effort to implement such remedial actions.
4. Progression of Discipline: Discipline shall advance from one step to the next except where serious misconduct, as determined by management, occurs. Behaviors that led to written warnings will not be used to advance to the next step in the progressive discipline process beyond four (4) years and will be removed from the Employee's record. Behaviors that led to suspensions will always be on record. Discipline shall be issued no later than 30 calendar days after management knew, or should have reasonably known, about the alleged conduct. If the disciplinary action coincides with non-school days, union members and selected representatives agree to participate without compensation.
5. Union Representation and Notices to Employee and Union: In all steps of progressive discipline, Bargaining Unit Employees shall have the right to Union representation during any investigatory or disciplinary meeting and 24 hours advance notice shall be given. In cases where student safety is a concern, advance notice may be waived. The Employer shall copy the Union Chair on all meeting notices and warnings issued in connection with the Employee's supervisor. Along with any pre-disciplinary meeting notice or disciplinary action, the Employer shall provide the Union and the Employee with any evidence used to support the pre-disciplinary meeting notice or disciplinary action during the pre-disciplinary meeting.
6. Professional Administration of Disciplinary Policies and Procedures: In all steps of progressive discipline, all persons shall treat the others with dignity and respect. Reprimands and criticism shall be made only in a place ensuring privacy.

7. Anonymous Complaints: The Employer shall not issue discipline to any Bargaining Unit Employee based solely on an anonymous complaint. An anonymous complaint can be used as a reason to begin an investigation, which can lead to discipline.

XII. GRIEVANCE PROCEDURE

Definition of Grievance

A grievance is defined as any dispute between the Union and the Employer or by any individual member of the Bargaining Unit against the Employer over the application, meaning or interpretation of this Agreement. While the timeline below specifies school days, if a grievance continues into the summer, we will use working days for the timeline.

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.

Procedure

Step 1: Informal Conference:

Prior to the filing of a grievance, the Grievant shall submit, via email, to their direct supervisor and to the HR Director, a request for an informal conference with the object of resolving the matter. This request shall be made no later than twenty (20) school days from the occurrence or notification of the event giving rise to the subject of the grievance. The informal conference shall be conducted with the grievant, the direct supervisor, the Human Resources Director, and a union representative. The grievant shall clearly articulate the alleged violation(s), the articles of the contract allegedly violated, and desired remedy.

The informal conference shall take place within seven (7) school days of the request. The HR Director will disseminate a completed summary of the informal conference to all attendees within three (3) school days. Attendees will have two (2) school days to respond with any additional information or documentation they wish to have included. If the matter is not resolved within ten (10) school days of the informal conference, the Grievant may submit a request to the HR Director for the grievance to be escalated to the Principal as detailed in Step 2.

Investigation

Prior to Step 2, and upon the request of the Union Representative or her/his designee, further investigation may be requested. 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.

Step 2: Principal

In the event that the informal conference is unsuccessful in reaching a resolution, the Grievant or Union Representative shall submit a formal notice of the grievance including the alleged violation(s), the articles of the contract sections of the handbook allegedly violated, and desired remedy a summary to the grievance to the HR Director and to the Principal within fifteen (15) school days after the completion of Step 1 (The Informal Conference). In collaboration with the Grievant and Union Representative, the HR Director will submit the summary from the informal conference to the Principal, or his/her designee. The Grievant will have the opportunity to include an additional statement and any supporting documents or materials. The principal may choose to schedule a formal conference with the Grievant, Union Representative, and HR Director within seven (7) school days of receiving the formal notice. Following the formal conference, the Principal shall notify the Grievant and Union Representative of their decision, in writing, within ten (10) school days.

Step 3: CEO

In the event the grievance is not resolved at Step 2, the Union may appeal in writing to the CEO and HR Director within fifteen (15) school days of receipt of the written decision from the Principal or his/her designee. Within ten (10) school days of receiving the appeal, the CEO or his/her designee shall notify the Grievant and the Union Representative, in writing, of their decision to facilitate a meeting. Should the CEO or his/her designee decide to facilitate a meeting, the meeting shall take place within ten (10) school days of the decision notification.

Step 4: AAEE Board of Directors

In the event the grievance is not resolved at Step 3, the Union may appeal in writing to the President of the Advocates for Academic Excellence in Education Board of Directors within ten (10) school days of receipt of the written decision from the CEO or his/her designee. Within ten (10) school days of receiving the appeal, the Board President, or his/her designee, shall notify the Grievant and the Union Representative, in writing, of their decision to facilitate a meeting. Should the Board President or his/her designee decide to facilitate a meeting, the meeting shall take place within ten (10) school days of the decision notification.

Step 5: Neutral Third Party

If the grievance is not resolved at Step 4, the Union may, within fifteen (15) school days after receiving the response from the President of AAEE Board of Directors, submit a notice of arbitration to the CEO 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.

Every effort will be made to initiate the arbitration hearing within thirty (30) school days from the date submitted to FMCS. The arbitrator shall have 30 days 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, in accordance with applicable law. 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. HOURS, WORKLOAD, and DUTIES

A. Hours and Work Year

Employees shall report by 7:55AM Monday through Friday. 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.

The work year for 11-month Employees shall begin on July 15th and end on June 15th.

B. Workload

Student load (the number of students an individual teacher teaches at a given time) will be limited to 130 students per semester. PE teachers will be limited to 185 students per semester. These student limitations may only be exceeded for one year with compensation via stipend at a rate of \$25 per excess student per semester. For the purposes of this count, students in Study Halls and Home Rooms will not be included. These counts will coincide with state reporting deadlines (normally October and February).

Counselors will be limited to 285 students per year. Mental Health Professionals will be limited to 500 students per year. These student limitations may only be exceeded with compensation via stipend at a rate of \$25 per excess student per semester. Workload counts will be taken in October and February. During the first two months of school, mental health professionals, in partnership with the Dean of Student Support, will identify certain high needs students who will be eligible for outside counseling services. Those students will then be removed from their workload count and will not be counted for the purpose of the stipend.

Course load will be limited to three (3) preps, with an additional \$1500 stipend for a fourth prep. World Language Teachers, Physical Education teachers, and Electives teachers will be granted an additional prep before the stipend is required and an additional \$1500 stipend will result for a fifth prep. Teachers split between departments will be counted in the department where the majority of their classes fall.

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.) The Employer must approach Labor Management before requesting a probationary teacher to teach additional preps. For the purposes of this count, Study Halls and other courses that do not require grading will not count as additional preps. Additionally, gifted, talented, and honors courses will 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.

Planning Time/Breaks

The Employer recognizes the need for teacher planning time to maximize job performance. Teachers will be provided with a minimum of one planning period per A/B day and two planning periods on C days. Counselors and other flex scheduled bargaining unit members may choose 40 minutes of meeting free planning time per day. This is in addition to the 40-minute lunch period.

Study Hall Proctors shall be given a morning and afternoon break.

Exceptions:

Teachers teaching full course loads (6 periods) may be given the opportunity to replace one of their planning periods with a study hall assignment for a \$1,200 stipend per semester but will not be required to take on any additional assignments outside a full course load. Bargaining unit members will be given priority over non-bargaining unit members to opt for such assignments. If a teacher takes on a study hall mid-semester, the following formula will be used to calculate their stipend: $\text{original stipend} \times (\text{remaining class days} / \text{total class days}) = \text{revised stipend}$.

C. Duties

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.

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.

After School 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.

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. Flex scheduled bargaining unit members will choose a 40 min duty free lunch period at some point in the day.

Additional Bargaining Unit Duties (other than coaching positions)

When additional positions or duties become available, all bargaining unit members must be notified and given an opportunity to apply. Once a duty is assigned, it requires written documentation that clarifies the scope of responsibilities, duration of the duty, and compensation being offered.

XIV COACHING

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 or practice

Head coaches have discretion over the appointment of assistant coaches with the approval of the Principal and Athletic Director. 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 Principal and Athletic Director.

To the extent possible, all head coaches shall have their dedicated prep period the last period of the day. If this is not possible, coverage will be provided for the teacher's class on game days.

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, and 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. For off season practice, head coaches of team sports will receive a stipend of \$350 per week not to exceed three weeks per fiscal year. There is no stipend for assistance coaches
- D. Additional pay for playoff games/rounds/ matches/meets shall be \$200 per game or playoff round 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. Exception for football because 8 different skill coaches are required to ensure player safety.
- F. Head coaches will receive 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.

XV. 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. The Administration is responsible for setting the meeting dates and agenda for the leadership committee, and the Union is responsible for setting the meeting dates and the agenda for the LMC. 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 chairs, and three administrative representatives: the Principal, Assistant Principal of Academics, and Dean of Academics. The Communications Coordinator shall serve as the recording secretary, without voting rights.

The purpose of the School Leadership Committee is to provide instructional 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 budget committee is composed of two administrative designees and two representatives chosen by the Union. This committee meets at least twice a year to review budget changes and future budget planning.

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. At the beginning of each month, teachers will be informed of which weekend days the building will be open.

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 Principal will vote to break the tie.

XVI. COMPENSATION AND BENEFITS

Salary Scale

The 2023-2025 salary scale shall remain in effect (see appendix A). In the event that further legislation is passed raising salaries prior to a reopener, that shall be applied to the existing step levels. The 2027-2029 salary scale shall be reopened for good faith negotiations between October 1, 2026 and May 1, 2027.

Stipends

A first stipend of \$3,200 will be paid to all bargaining unit members on August 15th, 2025. This is in addition to the \$2,000 stipend that the state will provide.

A second stipend of \$3,200 will be paid to all bargaining unit members on August 15th, 2026. If the state passes legislation to give teachers a pay raise, the Employer will deduct that amount from the 2026 stipend.

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 30 years, with increases only being provided when funded by the State Legislature. The MA+30 category shall include degrees considered terminal, including but not limited to MFAs, MBAs, MLSSs, and MSWs.

Benefits

The Employer will pay 100% of the Employee's monthly premium of the base plan for medical, dental, and vision or the equivalent monetary amount for more expensive plans for the first two years of the contract. 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. The 2027-2029 benefits shall be reopened for good faith negotiations between October 1, 2026 and May 1, 2027.

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.

XVII. LEAVE PROVISIONS

Sick Leave/Paid Time Off (PTO)

Sick Leave: All 10-month Employees shall receive eight (8) days of paid sick leave (64 hours) per school year to be used for an Employee's personal mental or physical health or to care for an immediate family member. 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. All 11-month Employees shall receive nine (9) days of paid sick leave (72 hours) per school year to be used for the same purposes. All 12-month Employees shall receive ten (10) days of paid sick leave (80 hours) per school year to be used for the same purposes.

Unused sick leave days may not be banked from school year to school year and shall have no cash value. For those Employees in the Teachers' Retirement System of Louisiana (TRSL), sick days used shall be reported to TRSL at the end of each school year in order to allow unused sick leave days to be converted to TRSL service credit to the extent permitted by TRSL.

Paid Time Off (PTO): All 10-month Employees shall receive three (3) days of paid time off (24 hours) per school year to be used for personal leave. All 11-month Employees shall receive three (3) days of paid time off (24 hours) per school year to be used for personal leave. All 12-month Employees shall receive fifteen (15) days of paid time off (120 hours) per school year to be used for personal leave. Up to three (3) unused paid time off days may be banked from school year to school year up to a maximum of ten (10) banked days of paid time off. Banked and current unused PTO days shall be paid out upon separation of employment at the Employee's final annual daily rate of pay based upon the Employee's then-current base salary. Employees shall choose whether each day of personal leave will be counted as a Sick day from current leave available or as a PTO day from current and/or banked leave available.

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 the principal, Department Chair(s), HR Director, and Assistant Principal of Academics. In the event of non-unanimity, deliberations come to the CEO 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

All members of the bargaining unit are eligible for up to twelve (12) weeks of paid family leave to care for a newborn, compensated at sixty percent (60%) of their regular pay. This includes leave taken for the birth of a child, the adoption of a child, or the placement of a child for foster care.

If the Employee receives short-term disability (STD) benefits during this leave period, those benefits shall be added to the twelve weeks of paid family leave to equal a total of eighteen (18) weeks of paid leave. Any waiting period required by STD shall be counted as part of the twelve weeks and is the responsibility of the Employer to be paid out after the STD ends.

Employees are not required to use PTO or sick days until after the completion of this leave period. Employees returning from maternity leave shall be notified of their right to have breaks for pumping and access to a private room with a sink other than a bathroom.

Bereavement Leave

All full-time Employees are eligible for 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.

XVIII. 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 apply and 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 CEO, Principle, Assistant Principals, and Director of HR 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.

XIX. 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.

XX. DURATION, REOPENER, SEVERABILITY

This Agreement becomes effective on the 1st day of July, 2025 and shall continue in full force and effect until its expiration date on the 15th day of April, 2029. 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.

Reopener

Upon mutual Agreement of the Union and the Employer, specific sections of the contract may be opened for revision. The 2027-2029 salary scale and benefits shall be reopened for good faith negotiations between October 1, 2026 and May 1, 2027.

Severability

If any provision of this Agreement is held to be unlawful by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect and the Parties to the Agreement shall meet within ten (10) days for the purpose of reopening negotiations on the unlawful provision(s).

Successors and Assigns

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

ENTERED INTO on this, the 8th day of August 2025 in New Orleans, Louisiana.



Dr. Alexis Parent-Ferrouillet
President of The Board of Directors
Advocates for Academic
Excellence in Education, Inc.



Dave Cash
President
United Teachers of New Orleans
AFT Local 527

Appendix A: BFHS Salary Scale 2023-2027

Yrs	BA	MA (+1500)	MA+30 (+2000)	Ph. D (+3000)	SPEC. (+2500)
0	48,000	49,500	50,000	51,000	50,500
1	49,000	50,500	51,000	52,000	51,500
2	50,000	51,500	52,000	53,000	52,500
3	51,000	52,500	53,000	54,000	53,500
4	52,000	53,500	54,000	55,000	54,500
5	53,000	54,500	55,000	56,000	55,500
6	54,000	55,500	56,000	57,000	56,500
7	55,000	56,500	57,000	58,000	57,500
8	56,000	57,500	58,000	59,000	58,500
9	57,000	58,500	59,000	60,000	59,500
10	58,000	59,500	60,000	61,000	60,500
11	59,000	60,500	61,000	62,000	61,500
12	60,000	61,500	62,000	63,000	62,500
13	61,000	62,500	63,000	64,000	63,500
14	62,000	63,500	64,000	65,000	64,500
15	63,000	64,500	65,000	66,000	65,500
16	64,000	65,500	66,000	67,000	66,500
17	65,000	66,500	67,000	68,000	67,500
18	66,000	67,500	68,000	69,000	68,500
19	67,000	68,500	69,000	70,000	69,500
20	68,000	69,500	70,000	71,000	70,500
21	69,000	70,500	71,000	72,000	71,500
22	70,000	71,500	72,000	73,000	72,500
23	71,000	72,500	73,000	74,000	73,500
24	72,000	73,500	74,000	75,000	74,500
25	73,000	74,500	75,000	76,000	75,500
26	74,000	75,500	76,000	77,000	76,500
27	75,000	76,500	77,000	78,000	77,500
28	76,000	77,500	78,000	79,000	78,500
29	77,000	78,500	79,000	80,000	79,500
30+	78,000	79,500	80,000	81,000	80,500

Study Hall Proctors

1st year at Franklin (or '22) = \$34,000 plus \$400 per year

Teacher/SH Proctor Split

Pay = (y/8)*s + (x/6)*c

x = placement on salary scale

y = base study hall proctor from above

s = # of study halls proctored

c = # of classes taught

Appendix B: The Seven Standards of Just Cause

In 1964, professor and arbitrator Dr. Carroll Daugherty developed a seven-part standard upon which the discipline or discharge of an Employee is analyzed

1. Fair Notice

An Employer may not discipline an Employee for violating a rule or standard whose nature and penalties have not been made known.

2. Prior Enforcement

An Employee may not be penalized for violating a rule or standard that the Employer has failed to enforce for a prolonged period.

3. Due Process

An Employer must conduct an interview or a hearing before issuing discipline, and must take action promptly. Once assessed, discipline may not be increased.

4. Substantial Evidence

Charges must be proven by substantial and credible evidence.

5. Equal Treatment

Unless a valid distinction justifies a higher penalty, an Employer may not assess a considerably stronger punishment against one Employee than it assessed against another known to have committed the same or a substantially similar offense.

6. Progressive Discipline

When responding to misconduct that is short of egregious (very serious), an Employer must issue at least one level of discipline that allows the Employee an opportunity to improve.

7. Mitigating and Extenuating Circumstances

Discipline must be proportional to the gravity of the offense, taking into account any mitigating, extenuating, or aggravating circumstances.