

AGREEMENT

between

**THE UNIVERSITY ACADEMY CHARTER HIGH
SCHOOL BOARD OF TRUSTEES**

and

**THE UNIVERSITY ACADEMY FEDERATION OF
TEACHERS LOCAL 6272, NJSFT, AFT/AFL-CIO**

**covering terms and conditions of employment for certificated and
non-certificated personnel**

September 1, 2014 through June 30, 2017

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Preamble

This Agreement entered into by and between the Board of Trustees of University Academy Charter High School located in Jersey City, New Jersey, hereinafter referred to as the “Board” or “Employer” and the UACHS Federation of Teachers, Local 6272, NJSFT, AFT, AFL-CIO, hereinafter called the “Federation”.

Principles

Article I: Recognition:

A) The Board hereby recognizes the Federation as the exclusive and sole representative for collective bargain negotiations concerning the terms and conditions of employment for the following certified and non-certified employees: Teachers, guidance counselors, special education teachers, social services personnel, health and physical education teachers, support services personnel, nurses, permanent substitutes, secretaries, clerks, hall monitors, and all non-management personnel employed by the University Academy Charter High School (the “School”).

B) Definitions:

1) The term “Employee” or “Employees” when used hereinafter means a person employed, as of the date of execution of this Agreement, by the University Academy Charter High School in any positions listed as being represented by the Federation in Section A of this Article.

2) Unless otherwise indicated, the terms “he,” “his,” or “him” when used hereinafter in this Agreement shall refer to both male and female Employees.

3) The term “Act” shall refer to Title 18A of the New Jersey Statutes, as same may be applicable to the School.

C) Exclusions: The Federation recognizes that all confidential employees employed by the School in certain positions as designated by the Board, including, without limitation, the Chief School Administrator, Lead Person, Principal, Assistant Principal, Director of Reporting and Compliance, Supervisor of Curriculum and Instruction, Business Administrator, any supervisor (as defined in the Act), Office Manager, Book Keeper, and Board Clerk (cumulatively, the “Administration”), are not eligible for membership in or protection by the Federation. Further, the Federation recognizes that consultants and privatized employees are not eligible for membership in or protection by the Federation. Any member of the Administration may hereinafter be referred by their title or interchangeably as an “Administrator”.

Article II: Negotiation of Successor Agreement:

The Board agrees to enter into legal collective bargaining negotiations with the Federation over a successor Agreement in accordance with Chapter 123, Public Laws 1975, in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin no later than October 1 of the calendar year preceding the calendar year in which this Agreement expires. Negotiations

for a successor Agreement will commence upon request of either party filed two weeks in advance or as otherwise mutually agreed. Any Agreement so negotiated shall apply to all Employees, be reduced to writing, be signed by the Board and the Federation, and be adopted by the Board. Prior to the Board's adoption of any such Agreement, the Board shall be entitled to request notice from the Federation that the proposed form of the Agreement has been duly voted upon and so ratified by the Employees.

Article III: Non-Discrimination:

The parties agree to follow a policy of non-discrimination against any Employee or applicant for employment on the basis of age, race, color, creed, national origin, ancestry, religion, sex, marital status, sexual orientation, handicap, military status, or membership or participation in or association with the activities of any Employee.

Article IV: Grievance Procedure:

A) Definitions:

1) A Grievance is a claim by any Employee or Employees or the Federation on behalf of the Employee or Employees (the "Grievant") that (1) the Employee or Employees has been treated unfairly or inequitably by reason of any act or condition, including those relative to Employee health and safety, which is contrary to established and prevailing policy or practice governing or affecting the Employee or Employee(s), or (2) there has been as to the Employee or Employees a violation, misinterpretation or misapplication of the provisions of this Agreement.

2) A grievance shall identify the Grievant as a specific Employee or specific Employees or as the Federation making the claim on behalf of the Employee or Employees or the Federation itself.

3) Failure of a party to the action to respond within the time deadlines outlined below shall allow the other party to advance to the next step of the grievance procedure and absent exigent circumstances for such failure to respond, preclude such advancement by the respondent.

B) The procedure put forth in this Agreement is separate from the grievance procedure written into the charter (Article 11, Governance Structure, p. 1.175B) as this grievance procedure deals with contractual issues and issues of terms and conditions of employment. This grievance procedure shall take precedence over the procedure written into the charter and at no time will the grievance procedure written into the charter supercede or replace this grievance procedure.

C) Steps: The procedure for handling a grievance is outlined below. The purpose of this procedure is to efficiently secure an equitable resolution of the claim. Both parties agree that proceedings may be kept as informal and confidential as may be appropriate at any level of the procedure. The number of days indicated at each level should be considered as a maximum, with every reasonable effort made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing, signed by the Chief School Administrator, President of the Board, Grievant, and assigned

Federation representative (if the Grievant is not the Federation). Any reference in this Agreement to any Administrator or Board member shall be deemed to include such person's representative designee, as may be from time to time applicable.

Prior to initial of the below procedural Steps, there shall be an informal conference, whereby the Grievant shall meet to discuss a grievance with the Assistant Principal within fifteen (15) school days of the aggrieved occurrence, within fifteen (15) school days of when the Grievant knew or should have known of the aggrieved occurrence, or thereafter any claim with respect to same shall be barred. The Federation's designated representative may be present at this meeting at the request of the Grievant. The Assistant Principal shall respond in writing to the grievance not later than five (5) school days from the date of such meeting.

If the Assistant Principal's response does not resolve the grievance and the Grievant chooses to pursue the matter further, the Grievant shall submit the grievance in writing using the Formal Grievance Procedure Form (in the form attached hereto as Exhibit "A" as such form may from time to time be modified). This form shall be submitted to the Federation and the Chief School Administrator within five (5) school days after the Assistant Principal responded in writing or should have responded in writing after the informal conference. The grievance form is available from the office of the Federation. The form must be completed by the Grievant and submitted via certified mail, return receipt requested to the attention of the Board Clerk at the School's main address and a copy must be provided to the Federation by the Grievant. Grievant shall, on this form, set forth the facts upon which the grievance is based, the section(s) of this Agreement where the Grievant's rights are alleged to have been violated and the remedy or correction sought. Subject to proper and timely actions as described herein, the grievance shall be elevated to the below described procedural Steps.

Step One – Formal Conference: The Chief School Administrator, within five (5) school days after receiving the Formal Grievance Procedure Form, shall schedule a formal conference with the Grievant to discuss the grievance. Notice of said conference shall be delivered to the Federation representative, or designee, the Grievant, and any Administrator as may be appropriate as determined in the sole discretion of the Chief School Administrator. If no satisfactory resolution is reached between the parties within five (5) school days following the conclusion of the formal conference, the grievance shall be elevated to Step Two, below.

Step Two – Final Determination: The Grievant, Federation representative (if the Grievant is not the Federation), the Chief School Administrator, and Board representative shall schedule a meeting within ten (10) school days after receipt of a written request delivered to the Chief School Administrator and Board Clerk from the Grievant therefore. During such ten (10) school day period, the Board representative may, with advance notice to the Grievant and the Federation (if the Grievant is not the Federation), in the Board's sole discretion and in lieu of scheduling the above-described meeting, call for a hearing of the Board to resolve the grievance. Should such a Board hearing be held, the Grievant and the Federation (if the Grievant is not the Federation) shall be notified in writing no later than the next regularly noticed public Board meeting, which meeting takes place no sooner than five (5) school days after the Board hearing, of the final determination of the Board. The Board of Trustees may publicly indicate its

disposition of the grievance at its regularly scheduled meeting after notifying the Grievant and the Federation (if the Grievant is not the Federation).

Step Three – Binding Arbitration: If the Grievant is not satisfied with the written final determination of the Board or if the Board has failed to timely issue its determination pursuant to Step Two, then not later than ten (10) school days of the Board’s written determination or the date on which the Board may be deemed to have failed to timely issue its written determination, the Grievant may submit the grievance for arbitration to the Public Employment Relations Commission (“PERC”). The arbitration rules of PERC shall apply. Neither the Grievant, the Federation (if the Grievant is not the Federation), or the Board shall be permitted to assert in such arbitration proceedings any ground, nor rely on any evidence, that was not previously disclosed to the other party prior to the Board’s determination in accordance with Step Two above. The arbitrator shall have no power to alter, add to, or to subtract from the terms of this Agreement. Arbitration shall be limited to the original grievance set forth in the Formal Grievance Procedure Form, unless agreed to in writing by the Grievant and the Board. Acknowledging binding arbitration as a means of resolution for any dispute arising under the terms of this Agreement, all bargaining unit members of the Federation shall not become involved in any type of job action(s) for this purpose. The decision of the arbitrator shall be final and binding on any and all grievants and the Federation.

D) Conditions:

- 1) An Employee who, as a bargaining unit member, spends time during normal working hours in connection with grievances and arbitrations shall suffer no loss of straight pay for these hours.
- 2) The Federation and Board shall have the right to include the grievant in any of the above steps of the grievance procedure as outlined above. The grievant shall suffer no loss of pay for these hours.
- 3) A grievance may be withdrawn with prejudice at any level.
- 4) Fees and expenses of the arbitrator shall be borne equally by the Board and the Federation.

Article V: Employee Rights:

A) Pursuant to Chapter 123, Public Laws 1974, the Board hereby agrees that every Employee shall have the right freely to organize, join, and support the Federation and its affiliates for the purpose of engaging in collective negotiations.

B) Whenever any Employee is required to appear before the Board or the Board’s designee, concerning any matter which could adversely affect the continuation of that Employee in his/her office, position, or employment or the salary or any increments pertaining thereto, then such Employee shall, upon notice given to the Board Clerk and Chief School Administrator prior to the time of said required appearance, if possible, be

entitled to have a representative of the Federation present to advise him/her and represent him/her during such meeting or interview.

Article VI: Federation Rights:

A) The president of the Federation will have the right, during school days, to access personnel files on 3 school days' notice for purposes of reviewing grievances and/or planning meetings that he/she was asked to attend on the part of an Employee. Such files shall be available at the office of the Office Manager and shall not leave such office. With respect to the hiring of new faculty members, whom shall be members of the Federation, the Federation shall be entitled to request that the chairperson of the academic department for which the candidate is intended to teach, meet such candidate after approval by the Board. Such request shall be made by the Federation President to the Principal. Such meeting shall take place at the School and be attended by the Principal and/or a representative(s) of the Board. At any such meeting, the academic department chairperson shall be entitled to discuss only the applicable academic department's interests and needs. The Federation, through its President, academic department chairperson, or otherwise, shall not be entitled to a vote in connection with the determination to be made by the Board and/or any Administrator to whether to offer employment to such candidate.

B) Intentionally omitted.

C) Upon reasonable request made by the Federation to the Board Clerk, the Board shall make available to the Federation information concerning the educational program including, but not limited to, a register of all certified personnel, proposed budgetary allocations, and minutes of all Board meetings. Requests for information shall be made by advance written notice to the Board Clerk; no records shall leave the School premises and such information shall be made available on school days at the office of the School Business Administrator; and the expense of duplicating any data shall be borne by the Federation.

D) Upon reasonable request made by the Federation to the Board Clerk, the Board shall make available to the Federation, on school days at the office of the School Business Administrator, official public records and educational statistical data and information in possession of the Board which is not confidential, work product, or dissemination of which is prohibited by law.

E) Whenever any representative of the Federation is scheduled and/or any Employee is scheduled by the parties to participate during work hours in negotiations, grievance procedures, conferences, or meetings, he shall suffer no loss in pay.

F) Representatives of the Federation and its affiliates shall be permitted to transact official Federation business on School property at reasonable times on school days including before school, after school, during lunch and prep periods.

G) The Board shall provide the Federation President with an adequate office space, desk, and telephone where applicable, which office space is hereby designated to be the second floor conference room, which will include a lockable storage cabinet for use by the Federation and either a desk or space for a desk for the Federation's exclusive use.. Such

use of the conference room is understood to be non-exclusive and in conjunction with use of the conference room by the School. The Federation shall have the right to use the School building at all reasonable hours for meetings, provided that this shall not interfere with or interrupt normal School operations.

H) The Federation may have the reasonable use of the mail facilities, fax machines, e-mail, and School mailboxes. The Federation shall also have the right to receive mail at the building in a mailbox provided by the Administration and located in the Teacher Research Room. The Federation shall pay for the cost of all materials and supplies incident to such use, and damage to said equipment through negligent use.

I) A bulletin board shall be made available to the Federation for the purpose of posting Federation notices. Said bulletin board will be located in the staff kitchen or teachers lounge. Copies of all materials to be posted on such bulletin boards shall be given to the Chief School Administrator and/or the Principal for review reasonably prior to posting, but no approval shall be required though the Administration shall have the right to remove anything it considers to be inflammatory or derogatory excluding information produced by the National or State Federation offices.

J) The Board agrees to furnish to the Federation information concerning any changes or innovations in existing programs through letter form, pertaining to work conditions, fringe benefits, and salary guide prior to and/or during negotiations.

K) The Board agrees to allow the president of the Federation, release time of one instructional period which will be scheduled at the end of the day. This period will be used for the purposes of scheduling meetings with the Administration and/or Board president and for the purposes of handling grievances. Therefore, the Federation president shall have a schedule of four instructional periods, one lunch period, one preparation period, and one duty period. If the President is not solely responsible for grievances and a Grievance Chairperson is chosen, both the President and Grievance Chairperson shall have a mirrored schedule to allow for collaborative work. As such, the Grievance Chairperson will also be released from one instructional period per day to be scheduled at the end of the day and shall work a schedule of four instructional periods, one lunch period, one prep period, and one duty period.

L) The Federation shall have the right to nominate one Employee to collaborate on the Employee Handbook with the Administration.

M) The President of the Federation shall have the right to speak at all staff meetings and Board of Trustees meetings during that period of the Board's public meeting devoted to the presentation of statements by individuals. The President shall also have the right to speak at all staff meetings. The Federation may send a representative to attend all open meetings of the Board.

N) The Board shall grant leave with pay to the President of the Federation, or another officer designated by him, during his term of office, said combined leaves not to exceed five (5) days in a single school year. The purpose of such leave is to attend conferences and conventions, and other meetings important to UACHS Federation of Teachers business and educational gains for the School. Additional leave may be granted at the

discretion of the Board President upon written request stating the reason for the additional leave.

O) The Federation shall be invited to reasonably participate in all orientation workshops for new Employees in August or September and will utilize such opportunities to review the Agreement with the Employees and explain Employee rights and the grievance procedure.

P) Amendments to the charter, other than as may be otherwise required by any applicable law, regulation, ordinance or determination by a governing body with jurisdiction, that affect the terms and working conditions of Employees will be addressed with the Federation to ensure that it meets the terms and conditions set forth in this agreement. The Board shall, upon recognition by the Board, furnish to the Federation any and all amendments to the charter. Failure by the Federation to object in writing within ten (10) school days of receipt shall be deemed confirmation of same.

Article VII: Work Year:

A) The work year of Employees employed on a ten (10) month basis shall not exceed one hundred and ninety-three days. The Nurse, amongst certain other Employees, shall be a ten (10) month Employee. The in-school work year shall include days when pupils are in attendance as well as one staff orientation day and one in-service professional development day which should begin no later than two days prior to the opening of the student school year, and any other days on which teacher attendance is required. No ten (10) month Employee shall be required to work beyond this regular work year. In instances where the charter is amended to shorten the work year, ten (10) month Employees will work for the duration of the work year, plus two additional days. Employees shall not be required to attend freshmen-senior year orientations for students should they occur before the first day of the student school year.

B) The Federation shall be given reasonable notice, via telephone to a number to be designated in writing by the Federation, prior to a school closing, delayed opening of school and early dismissal of school due to an emergency or inclement weather conditions.

C) A copy of the school calendar for the forthcoming academic year shall be given to each teacher when he receives his final pay check in June and/or at the time of salary notification.

D) Teachers shall be notified in writing, at their last known addresses, of any changes in the school calendar made after the original copy is distributed in June.

E) The work year of Employees employed on a twelve (12) month basis (Office Manager, Clerk/Typist, and Service Learning Coordinator) shall be consistent with the in-school work year of ten (10) month Employees and will also include all non-holiday weekdays during the weeks in July and August. Employees on a twelve (12) month basis will not be required to come to work during recesses enjoyed by ten (10) month Employees during the in-school work year.

F) The board shall have the right to require one (1) guidance counselor and school social worker to work on a twelve (12) month basis, but said Employees shall have the right to additional compensation of at least one full month of pay with a maximum of five (5) hours of work per day plus two (2) weeks vacation time, as such vacation time is further described in Section G, below.

G) Employees on a twelve (12) month schedule will be allotted two (2) weeks of vacation time to be taken during the summer up to one week prior to the opening of school. Vacation time is to be used at the discretion of the Employee.

H) All Employees will be granted the following holidays:

- New Year's Eve
- New Year's Day
- Martin Luther King Jr's Birthday
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day After Thanksgiving Day
- Christmas Eve
- Christmas Day

I) Any additional days declared holidays by the Mayor of Jersey City, the Governor of the State of New Jersey, or the President of the United States shall be recognized and Employees will be granted the day off. If these holidays fall on a Saturday, the Employees will be given off on Friday, and if the holiday falls on a Sunday, Employees will be given off on Monday. Further, Employees protected by this Agreement will be guaranteed a winter recess of no less than one-week and a spring break of no less than one week. All Employees protected by this Agreement will be given two days in November to attend the NJEA convention in Atlantic City for professional development purposes.

Article VIII: Hours:

A) The in-school work day for all full-time Employees shall not be more than seven (7) hours for no more than a total of thirty-five (35) hours for five (5) days a week. Employees' total in-school workday shall consist of not more than seven (7) hours which shall include a duty-free lunch period as provided in Section C of this Article. The in-school workday schedule for part-time aides and Employees shall be set between the Employer and the Employee, but shall not exceed five (5) hours which includes a half-hour break.

B) Employees are expected to sign in and out of the building and the sign-in/sign-out books will be kept inside the office by mailboxes. The teacher's sign in and sign out book will be exclusive for full-time and part-time Employees of the School only. Work-

study Employees, guests, visitors, and per diem subs will sign in and out in another location.

C) All full-time Employees shall be allotted, as a portion of the in-school workday as described in Section A above, one duty-free lunch period that equals a full school period on all full days for Employees that end not earlier than 12:30pm. Whenever reasonably possible, and other than in the event of an emergency, Employees shall have a scheduled lunch period. An Employee may leave the building during such Employee's scheduled lunch period.

D) Teachers will be given at least one (1) prep period per day if he/she teaches one (1) course and one (1) level. Therefore said teacher should have a minimum of 5 prep periods per week. Such a provision also includes days of standardized testing. Loss of a scheduled preparation period shall be compensated at a rate equal to the amount set forth in Appendix A.III(c) attached hereto. Science teachers will be ensured both a lunch and a prep period on laboratory days. All full-time certificated professional, non-teaching Employees, will be given the equivalent of a preparation period. Non-certificated full-time Employees will receive a thirty (30) minute break and a fifteen (15) minute break apart from a full lunch period to use at their discretion. Part-time Employees will be given one break of thirty minutes. During preps and breaks, other than a scheduled lunch period, Employees shall not leave the building without the express consent of the Principal, or his/her designee, which consent may be granted or denied at the sole discretion of the Principal, or his/her designee, on a case-by-case basis. No granting of such consent at any time shall continue or act as a consent to such leaving of the building at any other time. Teachers will also have a break of four (4) minutes in between periods to prepare for the next class.

E) Although the "teacher day" defines only the period a teacher must spend in school, every teacher, regardless of their specified content, has the responsibility of assisting students when they require or request help; of conferring with parents about pupil progress; of consulting with colleagues or Administrators on professional matters; and of seeking to improve professional competence and classroom skills. The teacher carries the responsibility of professional responsiveness throughout his working hours. The teacher has the responsibility of putting maximum effort into every teaching situation.

F) All Employees shall have access to overtime for which the Principal reasonably believes that neither certification nor any special skill is required. For example, all Employees shall have access to overtime offered in connection with stuffing envelopes and setting up tables for meeting or events. The Federation recognizes that the School is obligated to use overtime funds as effectively and efficiently as it deems necessary.

Article IX: Work Load:

A) Subject to the immediately following sentence in this paragraph, teachers shall teach five (5) class periods per day, shall have one (1) duty period per day, and one (1) prep period per day. In the event a teacher is responsible to teach six (6) class periods per day, the teacher shall be compensated for the additional one (1) class period pursuant to Appendix A, Article III, Section D of this Agreement, and such teacher shall not be assigned a duty period.

B) Every teacher must be thoroughly prepared to provide a profitable lesson to every student, in every class, every day of the school year. A teacher and Administrators are responsible for short-range and long-range planning, in appropriate units, about the content, sequences, and methodology for his subjects or grade. In our rapidly changing world every teacher is responsible for continuously evaluating the content, methodology and materials used. He/she also has the obligation of adapting and improving them in his/her own classrooms to his particular students and his own style of teaching. Standardized lesson plans give little help the substitute teacher. Therefore, every teacher is responsible for having full standby lessons, not necessarily ones he/she would teach, ready for a substitute in the event of an absence, expected or unexpected.

C) As per the charter, classes shall have a minimum of 16 students per class and a maximum of 20 students.

D) A standardized form for lesson plans may be created by the Administration and supplied to teachers. Said form will outline the Administrations vision of lesson plans, will include all core curriculum content standards to be checked off by the instructor.

E) A set schedule of due dates for all lesson plans, grades, and reports will be provided in the beginning of the school year. If lesson plans are to be e-mailed, it is the responsibility of the teacher to confirm receipt by the Administrator and of the Administrator to print them out.

F) Roll books and lesson plan books will be given by the Administration to the Employees before the start of the school year, preferably with the receipt of schedules.

Article X: Assignments:

A) Currently employed teachers shall be given the right to fill out a course request form for courses available to be taught in the coming school year, which must be received by the designated Administrator not later than the due date set by the Administration. The course request form should include all required courses and grade levels, all possible electives, and shall ask teachers to choose between hall duty or study hall or shall ask them to volunteer for other possible duty periods, including tutoring, committee work, literacy and mathematics labs, and lunch duty. The teacher shall choose their top choices and their secondary choice. Scheduling shall be under the jurisdiction of the Assistant Principal and Principal as well as any lead person and/or supervisor of the department, and the Administration shall try to award faculty members their top choices for courses according to the particular strengths of said Employees though it is recognized that this might not always be possible.

B) Recognizing that the strength of a teacher is in content specific knowledge and that the most adequate instruction is provided by a teacher who has time to dedicate to no more than two subjects within that content area, the Board acknowledges that at no time shall any teacher be expected to teach more than two grade levels (e.g., all ninth grade or both ninth and tenth, but not to exceed two grade levels) or have more than three teaching preparations including electives (e.g., all ninth plus two electives; ninth, tenth, plus one elective).

C) Recognizing the hard work and scholarship involved in creating a new course to enhance the curriculum and the student learning environment, the Administration will afford teachers who work to design new courses for the curriculum priority to teaching said courses.

D) All certificated Employees, unless other provisions are provided for in this Agreement, will receive a duty period. This may include guidance counselors, social worker, and teachers, but shall exclude the nurse. A duty period may be designated to any non-certificated Employees as deemed necessary by the Administration. The definition of duty follows:

1) Hall or study duties are the only duty periods that can be required of certificated Employees. Lunch duty can be assigned to non-certificated Employees but will be voluntary for certificated Employees. Duty periods that require instruction (such as tutoring, literacy or mathematics lab, or committee work) will be assigned on voluntary basis. If a duty period is assigned to an Employee without his/her volunteering for such, it is understood that said Employee will be compensated according to scale. Employees cannot be assigned more than one duty period.

E) Other than in the event of an emergency, all schedules for departmental teachers shall be made available in the Principal's office as soon as practical, but in no event, other than as may be affected by an emergency, later than August 1st of each school year.

F) It is understood that on days of standardized testing, if classes are to be conducted upon completion of the exams, then a teacher shall be entitled to his/her full lunch period and his/her preparation period.

G) It is understood that the instructional responsibilities of an educator, in regards to pupil contact time, will cease upon completion of final examinations and one exam review day.

H) Teachers shall submit to the designated administrator, their final exam grades and final year end grades one (1) school day after the conclusion of the final examination period. In the event that an Employee fails to comply with the submission of said grades, the Administration shall have the right to address such non-compliance pursuant to Article XXXVIII, and in such instance, begin with Step Two, rather than Step One, thereof.

I) The School shall make its best reasonable efforts to not schedule four (4) or more consecutive classroom instructional periods for any teacher. Such policy and efforts shall not apply to the schedule for gym teachers due to the arrangement between the School and NJCU for use of the AFC, or to substitute teachers.

Article XI: Service Learning:

A) The role for certificated Employees in service learning shall be to facilitate, to the best of their abilities, the objectives of service learning in a supervisory capacity. The certificated Employees in service learning shall not be expected to create these projects,

but shall be expected to implement these projects and to provide connections to classroom experiences.

B) All certificated employees will participate in service learning. The formats and schedules for service learning will be provided to Employees and may not be altered without good cause.

C) Should service learning be held on a class day, as indicated in the charter, Employees are entitled to a prep period and a full lunch period. Employees will advise on and facilitate at least one, but no more than four, service learning projects per school year as further described in clause D of this Article XI.

D) Service Learning, as may be adjusted by the School from time to time pursuant to the curriculum, may require Employees to facilitate components, as described below, of up to four service learning projects per school year. A service learning project may be implemented as components, with each component facilitated by an individual certificated Employee, and coordinated between such Employees so that the components together constitute a single coordinated and cohesive service learning project.

Article XII: Non-Teaching Rights and Responsibilities:

A) The Board and Federation acknowledge that a teacher's primary responsibilities are to teach and his/her energies should, to the extent possible, be utilized to this end. The Board will endeavor to keep non-teaching duties within limits which are educationally sound and economically feasible.

B) The Board and the Federation agree that Employees have the obligation to assume leadership in activities they consider educationally useful. The Board therefore acknowledges that it will encourage creativity and innovation on the parts of the Employees to create new student organizations as well as other activities projects, events, and programming for the parents and students of the School. As such, the Board recognizes that Administrators may intervene and change responsibilities of all involved parties or to change leadership of said organizations, activities, projects, events and programs with just cause. The Federation therefore recognizes that every Employee has the responsibility of supervising, to its conclusion, the organization, activity, project, event, or program, said Employee originated.

C) Employees may be granted release time from duty periods for additional responsibilities they may take on at the School.

D) Chaperoning of School events and trips during school hours will not be compensated. However, chaperoning of School events and trips exceeding the school day or scheduled beyond normal school hours will be on a voluntary basis and will not be mandatory and will be compensated at a rate equal to the amount set forth in Appendix A.III(c) attached hereto. The need for chaperones will be determined by the Administration.

E) Proctors and Examiners for all standardized and in-school exams will receive proper training on their responsibilities and will receive professional development hours for such

training. Proctors/Examiners will also be entitled to relief after one hour of being in a room with students.

F) All certificated Employees will either be assigned morning hall duty or homeroom. Homeroom duty shall be assigned based upon the first (1st) period class assignment, with the first (1st) period teacher being also the homeroom teacher for the students in said period one class. By way of clarification, the homeroom period and first (1st) period shall, for the limited purpose of timing of such periods, be deemed combined and shall commence at 8:00 a.m. and conclude at 9:00 a.m. Anything herein to the contrary notwithstanding, the assignment of homeroom and first (1st) period shall remain subject to modification pursuant to any School policy.

G) Employees teaching at university facilities will be allotted commuter time not taken out of prep period or lunch period.

H) Employees are required, without overtime or any other additional compensation, to attend four parent nights of no more than two hours each to be arranged by the Administration. Anything exceeding these four parent nights or two hours per night will be compensated at a rate equal to the amount set forth in Appendix A.III(c) attached hereto. No professional development or meetings will be held during this time and Employees will be allowed to leave the building until the parent night starts. On parent nights, students will be dismissed by two o'clock pm.

I) Certificated Employees will have the option to tutor but will not be required to tutor for greater than a total of one (1) hour per week and will receive compensation, except if teacher tutors as a duty period, at the rate equal to the amount set forth in Appendix A.III(c) attached hereto for a maximum one (1) hour per week.

J) On days when professional development is scheduled, Employees will be given a break of at least fifteen (15) minutes during the workshop and will be provided a full period for lunch. If the professional development exceeds the typical work-day, Employees will be compensated at a rate equal to the amount set forth in Appendix A.III(c) attached hereto.

K) Employees, tenured or otherwise, shall not engage in conduct, whether on School premises or otherwise, of a nature that is capable of negatively impacting the School or negatively impacting or distracting its students.

L) The School shall make its best reasonable efforts, other than in the event of an emergency, to notify the Employees of the implementation, or modification, of any policy effecting the Employees. The preferred mode of notice shall be written notice placed in each Employees mailbox located within the School not later than two (2) days prior to implementation, or electronic mail sent not later than one (1) day prior to implementation.

Article XIII: Meetings:

A) The Administration will receive one (1) hour a month for Employee meetings to be implemented however the Administration deems fit. The Administration reserves the right to hold two (2) extra one (1) hour meetings each year. These meetings cannot begin

later than fifteen (15) minutes after the work day (3:15pm) and shall not exceed one (1) hour (4:15pm).

B) Monthly faculty meetings should enable teachers to talk about their concerns and problems and to participate in decisions affecting their own welfare and the education of the children in the classrooms. Areas of concern shall include, but not be limited to, curriculum, instructional materials, personnel practices, promotions, and extra-curricular activities. It is understood, therefore, that the Employees should be active participants and shall not be harassed or reprimanded at such meetings.

Article XIV: Specialists:

A) A proper format to submit lesson plans, grades, and reports will be given at the beginning of the year. Once lesson plans, reports and/or grades are submitted in said format, Employees cannot be expected to resubmit this information in another format.

B) Employees will be given all proper tools (including textbooks) and software deemed by the Board to be needed to complete their jobs and all tasks assigned by the Administrator. At no time may an Employee be reprimanded or penalized for not completing a task if such necessary materials are not supplied.

C) Grants:

1) All materials produced by the Employee for the School including grants and fellowship applications, shall be under the jurisdiction and remain the property of the Employer.

D) All materials and/or rights granted to one Employee shall be granted to all similarly situated Employees. All departmental materials provided for by the School will be shared equally by all Employees within said department.

Article XV: Teacher Administration Liaison:

A) The Principal and the Federation agree that monthly meetings should enable teachers to talk about their concerns and problems. Areas of concern shall include, but not be limited to, curriculum, instructional materials, personnel practices, promotions and extra-curricular activities.

B) Strategic Plan Committee and Stakeholder Team: The Strategic Plan Committee and Stakeholder Team ("SPCST") will address the Strategic Plan concerning academic concerns of faculty members and such other concerns as, but not limited to, student assessment, curriculum development, charter renewal, Parents' Academy, service learning, textbook assessment, professional development, and policies and procedures regarding school culture and climate, in relation to the Strategic Plan. The President of the Board of Trustees and the President of the UACHS Federation of Teachers will serve on the SPCST. Meetings may be attended by a non-administrative designee of the President of the Board of Trustees. The SPCST will be composed of one teacher from each department, a nurse, a social worker, a guidance counselor, and one representative of the support services Employees. The individuals will be appointed to the SPCST by the Board President.

Article XVI: Sick Leave, Absences, Bereavement and Abandonment:

A) All full-time Employees will be given the following paid days for the school year: ten (10) sick days; and four (4) personal days. Unused sick leave days shall be accumulated from year to year for the sole purpose of the potential receipt of compensation pursuant to the terms and conditions of Section G, below.

B) The Employee may apply for an extended unpaid leave of absence which may in the Board's sole discretion be granted by the board.

C) The procedure for reporting absences shall be that the teacher must notify the School of absence by 7:00 am in order to ensure that a substitute can be brought in to cover said Employee. In cases of emergency it is understood if said Employee is unable due to later explained exigent circumstances to call in prior to 7:00 am, then said Employee must call in not later than the close of the school day. The Employee is responsible for contacting the main number at the School.

D) In the case in which Employees are only absent for a half-day (before 11:00 or after 12:00), it will be deducted as a half-day of salary based on the Employee's annual base salary in accordance with this Agreement. The Employee will work for the rest of the half-day.

E) Employees shall be entitled to five (5) consecutive calendar days bereavement leave in the event of the death of such Employee's spouse, domestic partner (as defined in the New Jersey Domestic Partnership Act), child, parent, or sibling. In the event of the death of an Employee's relative, other than as expressly identified in the immediately preceding sentence, such Employee shall be entitled to two (2) consecutive calendar days bereavement leave. Said bereavement days shall be without the loss of pay to an Employee, provided such leave is fully taken not later than the tenth (10th) calendar day from the date of the subject relative's death.

F) After receiving tenure, Employees may apply for a half-year or year-long leave of absence for professional growth, illness, or family life. This will be awarded at the discretion of the Administration and Board.

G) A tenured Employee that terminates his/her employment with the School shall be entitled to receive monetary compensation for unused accrued sick time at the rate of fifty (50%) percent of the accrued amount, not to exceed Six Thousand (\$6,000) Dollars. Such payment shall be made after actual termination of employment. With respect to the time accrued, the School Administration's calculation of same shall be deemed final.

H) An Employee who is absent from work for five (5) or more consecutive days and who without good cause fails to notify the School of the reason for such absence, shall be considered to have abandoned the Employee's position with the School. For the purpose of this section good cause is defined as any situation over which the Employee did not have control and which was so compelling as to prevent the Employee from timely notifying the School of the absence.

Article XVII: Sabbatical Leave (certificated Employees only):

A) Sabbatical leaves shall not be granted for the purpose of engaging in gainful occupations or for the study of another trade or profession.

B) A sabbatical leave of absence may be granted by the Board, in the Board's sole discretion, to any certificated Employee as defined in the salary guide, or employed by the Board with receipt of an annual salary, for the purpose of study or travel in accordance with these rules.

1) Study as here used shall mean study at an institution of higher learning. Evidence of matriculation shall be submitted by qualified applicants to the Board President. Not less than eight (8) points of college credit shall be taken during each semester of sabbatical leave beginning September 1st and ending June 30th of the school year for which the sabbatical leave is taken. A leave may be taken for the purpose of writing a dissertation for a doctorate.

2) Travel, as used here, requires the qualified applicant to travel for specific educational and cultural purposes. A proposed itinerary shall be submitted with the application and shall be subject to Board approval.

C) In order to be eligible for a first (1st) sabbatical leave for study or travel, a certificated Employee shall have served as a certificated Employee at the School for at least seven (7) consecutive years immediately preceding the beginning of the proposed sabbatical leave. A certificated Employee who shall have had a sabbatical leave for study or travel may apply for a second (2nd) sabbatical leave to be taken not earlier than seven years from the end of the first (1st) sabbatical leave provided such subsequent seven (7) years represent seven (7) consecutive years of certified teaching at the School.

D) Applications for sabbatical leave shall be submitted to the office of the Board President on official forms provided for that purpose and shall be for a period of not less than three (3) months or more than one year. Applications for sabbatical leave must be submitted to the Board President no later than ninety (90) days prior to the first day of the requested period for the leave of absence.

E) Not more than one certificated Employee shall be on sabbatical leave during any one semester.

F) Requests for withdrawal of applications for sabbatical leave must be in the office of the Board President not less than thirty (30) days prior to the first day of the requested period for the leave of absence.

G) Not later than the thirtieth (30th) day of the academic semester immediately following the period of sabbatical leave, any certificated Employee, granted sabbatical leave for a period immediately preceding such semester, shall submit to the Board President, on a form provided for that purpose, a report on the manner in which the sabbatical period was used by the Employee. If it is found that the time granted for a sabbatical was inappropriately used, the Federation and Board agree that the Board shall have the right to create a hearing procedure through which evidence is supplied by each party. The hearing shall be held at the discretion of the Board, though the Board shall be responsible for providing the Federation and the Employee with the claims against said Employee. The proceedings and outcomes of the hearing shall be determined by an independent third (3rd) party who is mutually agreed to by both the Federation and Board. In the event

the Employee is adjudicated to be non-compliant with the sabbatical leave requirements, the Board shall be entitled, in addition to any other remedy that may be available to the School, to effectuate a remedy pursuant to Article XXXVIII below, beginning with Step Three.

H) A certificated Employee that is granted a sabbatical leave may receive one-half (1/2) of the salary which said Employee would have received if otherwise working in the capacity in which such Employee was employed by the School immediately preceding the sabbatical period.

I) Any and all rights and privileges including salary increments to which a certificated Employee in regular employment is entitled shall not be forfeited or impaired by reason of a sabbatical leave but shall be in full-force and effect.

J) If an Employee on sabbatical leave ascertains she is pregnant, she shall report this fact to the Board President immediately on notice of such pregnancy and shall be transferred to maternity leave as of the date upon which she would have been awarded maternity leave were she not on sabbatical. The submission of the report, as described in Section G above, shall remain applicable and be so submitted with reference to and a description of the Employees performance for the period of the sabbatical, if any, prior to transition of such sabbatical leave to maternity leave.

Article XVIII: Quarantine:

Employees absent from school by reason of quarantine by the Board of Health may be permitted to use their sick days. In case of inoculations of students with a live virus initiated or administered by either a national, state, county, or local health organization, any pregnant Employee or Employee with an immunodeficiency status, with submission of a physician's note delivered to the Administration prior to such absence, may be permitted to use their sick days. Quarantine coverage outlined herein shall extend to male Employees of pregnant partners if, in the concurring opinions of the spouse's physician, exposure to the immunization and/or incubation period may pose medical threat to the spouse or the unborn child.

Article XIX: Leave:

A) The Board need not grant or extend leave of absence of any non-tenured certified Employee beyond the end of the contract year in which the leave is obtained, unless the Board in its own discretion, agrees to the extension of said leave.

B) The Board shall act in accordance with Federal and State Family Leave Laws and Grant to Employees any emoluments and benefits contained under those laws which may not already be provided in accordance with this Article.

C) Leave due to disability will follow state and federal laws.

D) Military leave without pay shall be granted to any Employee who is inducted or enlists in any branch of the armed forces of the United States for the period of said service and three (3) months thereafter, or three (3) months after recovery from any

wound or sickness at the time of discharge. All other issues related to military leave shall follow State and federal mandates.

E) The Board agrees to provide leave for reserve military duty in accordance with applicable statutes.

F) All Employees who are called for jury duty and chosen to serve on a jury shall receive full pay for such time as they are required to serve on jury duty.

Article XX: Health Insurance and Fringe Benefits:

A) The Board shall enroll all full-time Employees in a health insurance program for medical, dental, and vision coverage.

B) Until such time as health insurance coverage is covered through the SEHBP in accordance with Section F of this Article XX, full-time Employees hired after June 30, 2005 and enrolling in family coverage, parent-and-child coverage, individual and spouse coverage will be responsible for paying forty five percent (45%) of the difference in premiums for such coverage over the cost of the comparable single coverage premium. The balance of fifty five percent (55%) of the difference in said premiums shall be paid by the School. Upon the health insurance coverage being covered within the SEHBP in accordance with Section F of this Article XX, this Section B shall be deemed omitted.

C) Until such time as health insurance coverage is covered through the SEHBP in accordance with Section F of this Article XX, full-time Employees who began employment between July 1, 2002 and June 30, 2005 will be offered single, parent-and-child, individual and spouse, and family health coverage. Upon the health insurance coverage being covered through the SEHBP in accordance with Section F of this Article XX, all full-time Employees shall be offered single, parent-and-child, individual and spouse, and family health coverage.

D) All Employees enrolled in the health insurance coverage provided by the School shall contribute to the School the amount as set forth Under Chapter 78, P.L. 2011.

E) If after an Employee's employment by the School is for any reason voluntarily terminated, and such Employee subsequently returns to the School as an Employee, then notwithstanding any prior benefit status, such Employee will be eligible only for coverage as an Employee hired after June 30, 2005.

F) The Board and the Federation agree that during the 2016/2017 School Year and in any event prior to the expiration of the existing health insurance coverage term ending in February 2017 (the "2016/2017 Coverage"), health insurance coverage shall be changed from the existing private provider to the New Jersey School Employees Health Benefits Program (SEHBP). Best reasonable efforts shall be made by the Board and the Federation to designate and provide Employees with coverage that is substantially similar in cost to the aggregate amount actually paid by the School for the 2016/2017 Coverage period. The amount to be paid by the School for the 2017/2018 coverage period shall be equal to the amount paid by the School for the 2016/2017 coverage period after reduction of the Employees' aggregate contributions under Section D of this Article XX (the "Employee Contribution") for the 2016/2017 coverage period (the "School's Contribution"). Said

Employee Contribution amount shall continue to be so applied in the calculation of the School's obligation hereunder without regard to whether or not any such amount is actually contributed by Employees after the 2016/2017 coverage period. For any annual coverage period after the 2017/2018 coverage period, the School's Contribution shall be increased by the cost increase, if any, in the amount payable by the School for substantially similar health insurance coverage from the cost of same for the immediately preceding annual coverage period, as decreased by the to be calculated Employee Contribution, and provided that the School's Contribution shall not increase greater than three percent (3%) per annual coverage period. The balance of any such increase over the immediately preceding annual coverage period, whether based on expansion of health plan benefits or otherwise, shall be paid by the Employees and not the School. The Federation shall form a committee to implement the above, including, without limitation, facilitation of distribution of the School's Contribution amongst and for the benefit of the Employees, for which the School will provide the necessary resources including the hiring and cost of consultants and assistance of administrative personnel.

G) The School will comply with regulations set forth by the New Jersey Division of Pensions.

H) Tenured Employees who voluntarily terminate employment with the School, which termination takes effect at the end of a school year, shall be entitled to retain health insurance, as herein provided, through August of such school year in which the notice of voluntary termination is received by the School.

Article XXI: Information to Next of Kin:

Upon the death of an Employee, the School may, through its personnel office, offer to provide information concerning employment-related benefits to the deceased's spouse, domestic partner (as defined in the New Jersey Domestic Partnership Act), or next of kin where the address is known.

Article XXII: New Employees:

A) New Employees may be required to report to school prior to the start of classes in the year in which they are hired for the purposes of acclimation and orientation. Anyone hired subsequent to the commencement of the school year, and continues to be so employed during any subsequent school year, shall be required to report to school two (2) days prior to the start of the following school year.

B) Teachers may be given an employee handbook when the contract is signed. One Employee member (union's designee) may be asked to work with the Administration to create the handbook. All Employees will receive guidelines of their work responsibilities.

C) To assist a teacher to adequately prepare materials and to understand the direction and mission of the School and department in which they will work, personal copies of the charter, the departmental curricula, and all pacing guides may be given to every new teacher at UACHS upon the signing of contracts.

D) All new Employees may be given copies of their accurate job descriptions. It is understood that job descriptions will not be arbitrarily changed or adjusted, though it is understood that position titles may change.

Article XXIII: Vacancies/New Positions

A) Employees in the School should be given primary consideration when vacancies or new positions occur. Vacancies may be posted on the designated bulletin board as well as the School's web-site.

B) On an annual basis, notification of vacancy and the descriptions of responsibilities for all stipend positions shall be posted, at appropriate locations in the building, for application of employment. The decision regarding employment for said position shall be made by the Board of Trustees in such Board's sole discretion.

Article XXIV: Employee Evaluations and Observations:

A) Evaluations

1) Certificated Employees who are in the Alternate Route and Provisional Teacher programs for their initial State certificate shall have at least three (3) evaluations and a maximum of two (2) additional evaluations for the School. All other first year teachers may be entitled to have at most three (3) evaluations.

2) Second and third year non-tenure certificated Employees shall be evaluated by an Administrator of the School, who holds an appropriate certificate for the supervision of instruction, at a maximum of three (3) times in each school year, to be followed in each instance by a written evaluation report and by a conference between the teacher and his evaluating Administrator for the purpose of identifying weakness, if any, and strength, extending assistance for their correction and improvement in instruction.

3) Tenured certificated Employees shall be evaluated by a member of the Administration who holds an appropriate certificate for the supervision of instruction at least one (1) time in each school year, to be followed by a written evaluation report and by a conference between the teacher and his evaluating Administrator for the purpose of identifying weakness, if any, and strength, extending assistance for their correction and improvement in instruction. A second evaluation shall be granted to a tenured certificated Employee if same is requested by the Employee within fifteen (15) days after the Employees post evaluation conference in connection with an unsatisfactory initial evaluation.

4) Non-certificated Employees shall have a minimum of one (1) evaluation per school year. If such evaluation is unsatisfactory, then said Employee will receive a second (2nd) evaluation.

B) Guidelines for Evaluation:

1) Each observation shall be conducted for the duration of one (1) class period.

2) Every Administrator shall observe formally and evaluate a teacher if requested by a teacher to do so.

C) General Procedure for Evaluation of All Employees:

- 1) All monitoring or observations of the work performance of an Employee shall be conducted openly and with full knowledge and awareness of the Employee.
- 2) Prior to any evaluation report the Administrator shall have had appropriate communication in the form of a pre-conference, including but not limited to the provisions of this Agreement with said Employee regarding his performance as an Employee.

D) An end of the year professional improvement plan (PIP) shall be collaboratively created between the Administrator and the Employee. Said professional improvement plan will be submitted by the teacher to the Administration at the end of the in-school year and will be used to evaluate the teacher's growth at the School. The Administration and Board will take reasonable actions to help the Employee to meet the goals of the PIP.

Article XXV: Personnel Files:

A) The School shall maintain one (1) personnel file on each Employee.

B) An Employee shall have the right, during school days, to access their personal personnel file on 3 school days' notice. Such files shall be made available at the office of the Office Manager and may not be removed from such office.

C) The Board agrees to protect the confidentiality of personal references, academic credentials, and other similar documents.

D) A copy of any materials written by a superior(s) about an Employee must be provided to the said Employee. The Employee shall have the right to respond, in writing, to any such material.

Article XXVI: Rehiring Procedure:

A) A certificated Employee shall receive written notification by the later of April 15th or seven (7) calendar days after the first (1st) day of class following Spring Break as to whether such Employee's employment by the School is being renewed for the immediately following school year. Non-certificated Employees shall receive written notification by May 15th as to whether such Employee's employment by the School is being renewed for the immediately following school year.

B) The Administration will rely on evaluations and records of performance to determine whether or not employment will be renewed.

Article XXVII: Substitute Teacher(s):

A) The Administration shall maintain an active substitute teacher list and shall not call on certificated Employees to substitute unless immediately necessary. Said certificated Employees shall be compensated at a rate equal to the amount set forth in Appendix A.III(c) attached hereto.

B) Permanent substitute teachers will be paid according to scale.

Article XXVIII: School Facilities:

- A) Copies of all textbooks in the courses he or she is to teach shall be provided by the Administration. Such textbooks shall include teacher editions.
- B) The Administration will attempt to ensure that adequate books, paper, pencils, pens, chalk, erasers, lab supplies, and other such material required in daily teaching responsibility which shall be provided at no cost to the Employee.
- C) The Administration will attempt to provide a complete and unabridged hardcover dictionary which shall be placed in every classroom and shall be the responsibility of the teacher.
- D) All materials necessary as determined by Administration for the opening of school may be ordered for delivery in time to make materials available to the teachers on the first day of each school year.
- E) A teacher's work area should contain all adequate equipment and supplies as determined by Administration to aid in the preparation of instructional materials.
- F) The Administration will attempt to provide an Employee who transitions from room to room with an adequate space where they will be allowed to prepare lessons.
- G) All Employees will be given phone access, upon request and at reasonable times, so that they can call student's parents and/or guardians.
- H) Teachers will be provided with a common lounge area commonly called the Teachers' Research Room as well as be given access to the Staff Kitchen Area. These areas shall be for the sole use of all Employees of the School and student use of these rooms shall be restricted.

Article XXIX: Employee Protection:

- A) For purposes of security for both Employees and students of the School, the Board will examine the need for security personnel.
- B) Whenever an Employee observes a condition which he or she feels represents a violation of safety or health rules and regulations or which is an unreasonable hazard to persons or property, the Employee shall report such observation to the designated school safety officer.
- C) For purposes of providing safety and protections to the Employees, the Federation President shall request and work with the Administration to form a committee (for purposes described below in this paragraph) with the Principal, Assistant Principal, a Board member (preferably a parent), and at least three Employees designated by the Federation. Such committee will address safety concerns, will develop and continuously modify a plan of action for all emergency situations (including terrorism), and will address issues of bullying and peer pressure.

D) Employees shall be made aware of their responsibilities and duties regarding the use of physical force with students in situations of violence and danger to the self or others according to New Jersey State Laws. As such, the Board shall provide such information to all new Employees.

E) Whenever action is brought against an Employee before the Board or before the Commissioner of Education of the State of New Jersey which may effect his employment status, the Board of Education shall reimburse him for the cost of his defense if the action is dismissed or results in a final decision in favor of the Employee.

F) 1) The Board shall give full support including legal and other assistance for any assault upon the Employee while acting in the discharge of his duties.

2) When absence arises out of or from such assault or injury, the Employee shall be entitled to a full salary and other benefits for the period of up to one (1) year less Workmen's Compensation benefits received, but shall not forfeit any sick leave or personal leave. The Employee must meet state-mandated eligibility requirements to receive Workmen's Compensation.

3) The Board shall reimburse Employees for the reasonable cost of clothing or other personal property damage or destruction as a result of an assault suffered by an Employee while the Employee was acting in the discharge of his/her duties within the scope of his employment.

G) Reporting Assaults:

1) Upon an assault suffered by an Employee or Employees through the actions of a student of the School, such Employee or Employees shall immediately deliver a verbal notice of the assault to the Chief School Administrator, Principal, or Assistant Principal, and shall within one (1) school day, but in no event later than the end of the school week in which the assault took place, deliver a written report of the assault to the Chief School Administrator, Principal and Assistant Principal, with a copy forwarded to the Board Clerk and the Federation president.

2) Said verbal notice shall be immediately communicated to the president of the Board.

3) The Board of Trustees and the Employee shall each comply with any reasonable request from the other for information relating to the incident or the persons involved. Unless required directly by the police, the courts, or the Board, no Employee shall provide any public comment on any such matter.

Article XXX: Academic Freedom:

A) Academic freedom derives from the nature of the quest for knowledge. It is essential to the full search for truth and its free exposition, applies to both teaching and research, and shall not be abridged or abused. Academic freedom does not relieve the Employee of those duties and obligations which are inherent in the Employer-Employee relationship.

B) Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in

teaching and of the student to freedom in learning. It carries with it responsibilities correlative with rights. Both parties to this agreement subscribe to the following principles of academic freedom:

- 1) Employees are entitled to full freedom in research and in the publication of results, and this research as well as all data reports and results of said research are the property of the Employee.
- 2) An Employee is entitled to freedom in the classroom in discussing his or her subject, providing that the Employee uses current information and research and can support his arguments and information with credible resources both within and outside of his discipline providing that all material is linked with the appropriate School approved curriculum.
- 3) Employees are citizens and members of a learned profession. When the Employee speaks or writes as a citizen, he or she is free from institutional censorship or discipline, but should not represent himself or herself as a spokesperson for the institution.

C) For purposes of research and projects involving human subjects, the Board agrees to create an Ethics Committee that will examine proposals for projects and research to be conducted by the Employees and/or students. Said Ethics Committee will ensure that such proposals ensure that no physical and/or mental harm and/or improper behavior will be conducted by the students and/or faculty for purposes of research. The Ethics Committee should consist of one Administrator, one Board member, the School social worker, and a minimum of two Employees designated by the Federation.

Article XXXI: Agency Shop/Deduction from Payroll

A) Employees will have an option to pay monthly or to pay dues completely in the beginning of the academic year.

B) The Board agrees to deduct from the salaries of its Employees dues for the UACHS Federation of Teachers as said Employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, NJ Public Laws of 1969 (NJSA 52:14-15, 9A) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person as may be from time to time designated in writing by the UACHS Federation of Teachers by the 15th day of each month following the monthly pay period in which the deductions were made.

C) Written notice of any change in the rate of membership dues shall be given to the Board not later than ten (10) school days prior to the effective date of such change.

D) The Board agrees to deduct from the salaries of non-Federation members the maximum percentage (85%) as allowed by the law of certified membership dues. The deductions shall be made in compliance with the law. The Federation shall hold the Board harmless and indemnify the Board against any legal action taken against the Board in making such deductions.

E) The Board agrees to deduct from the salary of each Employee from whom it receives authorization to do so, the required amount of fees for the payment of premiums for a disability plan of the Federation's choice, and the amounts deducted shall be forwarded to the appropriate office of the carrier.

F) All Employees will have the right to make any deductions they desire from their paychecks. They will also have the right to direct deposit. Dues for all Employees will be taken out in the paycheck. Employees will have the option to choose to deduct for each month or deduct a lump sum at once. Employees can also spread their paycheck across twelve months if they are ten (10) month Employees. All appropriate dues and monies deducted on behalf of the unit will be forwarded to the unit no later than fifteen (15) days after the close of the month for which they were deducted.

G) Any ten (10) month Employee who wishes to be paid over a twelve (12) month period must submit, in writing, a request for such to the Business Administrator no later than September 15th of the applicable school year . Once the request is made, it cannot be altered until the following school year.

Article XXXII: Seniority Provisions:

A) Definition: Seniority shall be defined as the Employee's length of continuous employment beginning with the original date of initial contract signing. For purposes of determining seniority, continuous service will be suspended if an Employee has a break in service of sixty (60) or more working days, including maternity and military leaves but excluding summer vacation for ten (10) month Employees. Though summer vacation shall not count for suspension of continuous service, any Employee beginning employment in summer school and continuing full-time in September will be granted seniority based on the start date of summer school and not the following September.

B) The Board agrees to formulate a seniority list for each specific category of employment represented in each affiliate component.

C) The Board agrees that Reductions in Force that may be necessary shall be made strictly on the basis of categorical seniority.

D) The Board agrees that Employees affected by a Reduction in Force shall be placed on a Preferred Eligibility List for possible recall when categorical openings occur according to seniority.

Article XXXIII: Availability:

This agreement shall be duplicated and presented by the Board to all present and future Employees. This agreement shall be bound with the constitution of the UACHS Federation of Teachers. 50 additional copies shall be sent to the Federation.

Article XXXIV: General Provisions:

A) Certificated Employees:

- 1) Teachers shall continue to be included in the administrative practice of curriculum revision, student assessment evaluations, and recommending textbooks to the Board.
- 2) The Board agrees that State Standardized Testing shall not be used by Administration in the evaluation of classroom teachers.
- 3) Nurses are not to be assigned tasks by the Administration during the first fifteen (15) minutes of the school day, except in cases of emergency.
- 4) Nurses are not to be assigned tasks by the Administration during the first five (5) days of the school year, except in cases of emergency, in order to organize all necessary paperwork
- 5) No grade shall be changed without first discussing such changes with the teacher, or if the teacher is unavailable, giving written notice to the teacher when the change is made. In such an instance, the teacher has the right to appeal the change of grade to the designated Administrator and shall not be penalized for doing so. The Administration shall create an appeal procedure to be agreed to by the Federation.

B) Non-Certificated Provisions:

- 1) Normal summer hours will be between 8:30 am and 3:00 pm with one-half hour for lunch. Summer hours begin on the Monday following the closing of schools in June or July 1st, whichever is earlier. Normal hours resume on September 1st of each school year.
- 2) Duties of Non-Certified Employees: A secretarial Employee shall not be required to perform the functions of other certified or non-certified Employees. Non-certified Employees shall never be required to cover classes or to initiate assignments to other personnel.
- 3) Cafeteria workers will be granted an annual uniform allowance, which may be used for uniforms and/or work shoes. This allowance shall be \$135.00 each year for the life of the agreement.

C) All Employees Provisions:

- 1) The Board shall provide training to Employees at Board expense when new technology or programs are integrated into the work-place. Affected Employees shall be released from work assignments during the workday to receive said training and, if training occurs outside of the normal workday, Employees voluntarily attending shall be compensated pursuant to the terms of this agreement at a rate equal to the amount set forth in Appendix A.III(c) attached hereto.

D) This agreement constitutes Board policy for the term of said Agreement, and the Board and the Federation shall carry out the commitments contained herein and give them full force and effect as Board and Federation policy. This agreement shall not be modified in whole or in part by either party, unless such modification is reduced to writing and signed by each party hereto.

E) Any individual contract between the Board and an individual Employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this

Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

Article XXXV: Conformity to Law:

A) If any provision of this Agreement or any application of this Agreement is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Article XXXVI: Entire Agreement Clause

This Agreement and all other agreements, exhibits, and schedules referred to in this Agreement constitute the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. This Agreement may not be contradicted by evidence of any prior or contemporaneous statements or agreements. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation, understanding, agreement, commitment or warranty outside those expressly set forth in this Agreement

Article XXXVII: Choice of Law Clause

Both parties agree that all disputes arising under the contract shall be handled in accordance with New Jersey State Law governing public employment.

Article XXXVIII: Employee non-compliance

Should any Employee not comply with the provisions set forth in this agreement, the Administration has the right to address non-compliance with the Employee through the following procedure.

Step One: Informal Conference: The appropriate Administrator shall schedule a meeting at a mutually convenient time with the Employee. This meeting shall be informal and shall not include documentation. The Administrator shall address the area in which he/she feels the Employee has not been in compliance with the agreement and will allow the Employee to present his/her perspective regarding the matter. Together, the Administrator and the Employee shall work collaboratively to ensure that they have reached a mutual understanding of the Employee's responsibilities according to the this agreement. The Employee shall have the right to request his/her Federation representative to be available at this meeting.

Step Two: Documentation: If the Employee continues to be non-compliant in regards to an issue that has already been addressed in Step One, the Administrator shall have the right to document the Employee's non-compliance through a letter that will be contained in the Employee's personnel file, and a copy of said letter must be provided by the Administrator to the Employee and signed by the Employee when the letter is submitted into the file. The Employee shall have the right to respond, in writing, to the Administrator and/or to schedule a meeting with the appropriate Administrator in order to discuss such previously submitted response. The Employee's written response shall not

result in the removal of the Administrator's letter from the Employee's personnel file. The Employee's response letter shall, however, be placed in the Employee's personnel file together with the Administrator's letter. If non-compliance in regards to this issue continues beyond this step, the Administration shall have the right to document each incident of non-compliance through the use of this Step Two. Should the Employee remain non-compliant in regard to the same issue documented in this Step Two at least three times, the Administration shall thereafter have the right to proceed to a Board hearing under Step Three.

Step Three: Board Hearing: Should the Employee remain non-compliant with regard to the same issue being documented not less than three (3) times under Step Two, or as otherwise provided in this Agreement the Administration shall have the right to appeal to the Board of Trustees to hold a general hearing in the presence of the Employee and the Employee's Federation representative. The Board of Trustees shall preside over this hearing and will hear both sides of the complaint filed against the Employee. The Board shall make a decision regarding the Employee's work at the School and will decide whether or not to suspend the Employee from the Employee's position without pay.

Step Four: Release from Contract (excluding tenured Employees): Should any non-tenured teacher be suspended without pay and return to employment upon completion of the suspension and continue to be non-compliant with this Agreement, anything to the contrary notwithstanding, the Administration shall have the right to release the Employee from employment for the School for the upcoming school year.

Step Five: Release from Contract (tenured Employees): Should any tenured Employee be suspended without pay and return to employment upon completion of the suspension and continue to be non-compliant with this Agreement, the Board of Trustees shall follow state law regarding employment of public school employees.

Anything to the contrary herein notwithstanding, should a serious violation that constitutes insubordination occur, the Employee may be immediately terminated from his/her position.

Article XXXIX: Duration

This agreement shall be effective from September 1, 2014 through June 30, 2017 and shall remain in full-force and effect until a successor agreement has been reached.

Article XXXX: No Strike or Lockout

The Federation agrees that it will refrain from any strike, work stoppage, or other job action and will not support or condone any such job action. The Board agrees that it will refrain from locking out its Employees or from any threat thereof.

[Remainder of this page intentionally left blank; signature page immediately follows]

In witness thereof, the parties hereto have caused this Agreement to be signed by their duly authorized officers, all as of the day and year above written. Each party has agreed to use its seal to be hereto affixed the day and year first above written.

The Board of Trustees of University Academy Charter High School

By: _____
Sergio Riquelme, President

Dated

Witnessed: _____

The UACHS Federation of Teachers

By: _____
Nicholas Morris, President

Dated

Witnessed: _____

APPENDIX A:

SALARY GUIDES, TUITION WAIVERS, STIPENDS,

HEALTH INSURANCE/FRINGE BENEFITS,

DEDUCTIONS FROM SALARY

All items in this appendix shall be effective for the period of the Agreement to which same is appended.

Article I: Salary Guides:

A) The Salary Guide for the period of this Agreement, is as follows:

[SEE ATTACHED]

[Remainder of this page intentionally left blank; Article I, Section B to continue after attached Salary Guide]

B) Full-Time Instructional and Instructional Support, includes, Teachers, Guidance Counselors, Social Workers, & Service Learning Coordinator.

Article II: Tuition Waivers:

A) For so long as the New Jersey City University shall offer 100% Tuition Waivers to the School, the Board shall provide 100% Tuition Waivers for a maximum ten (10) Employees per semester to take a maximum of six (6) credits at New Jersey City University's Graduate Studies Department. Employees are responsible for the payment of student fees.

B) To qualify for a tuition waiver, which shall be granted in the discretion of the Board, Employees must be in good standing and must maintain good evaluations. Applicants must be consistently employed at University Academy Charter High School for a minimum of one year. If an Employee has left UACHS for employment at another school or business and has returned for employment, he/she must be employed by UACHS for a minimum of two years upon re-employment before being eligible to apply for said waiver.

C) Applications for Tuition Waivers will be awarded to the first ten Employees to request same in writing to the Dean.

D) To ensure that all Employees have an opportunity to utilize the Tuition Waiver program, Employees who apply for two consecutive semesters will be put on a waiting list and priority will be given to new applicants or applicants who have not utilized the program consecutively. If fewer than ten applicants apply for the Waiver, the slots will be awarded based on the order of the waiting list.

E) Priority will be given to certificated Employees who are engaged in coursework that will assist in developing an area of expertise needed at University Academy Charter High School.

F) In order to receive future waivers, students must earn grades no less than a B and must maintain a graduate studies GPA of no less than a 3.0. Grade reports must be submitted by the Employee one week following the grade release from the University. These grade reports shall be kept in the Dean's office for future reference.

Article III: Stipends:

A) The Stipend Guide for the period of this Agreement, is as follows:

[SEE ATTACHED]

Note: An individual should only receive one stipend so as to allow other Employees the opportunity to earn stipends as well.

[Remainder of this page intentionally left blank; Stipend Guide to immediately follow]

Position	Stipends 2016-2017	Position	Stipends 2016-2017
Mathematics Department Head	\$2625	Academic Director CMA	\$5000
Journalism Advisor	\$4620	Academic Director CRA	\$5000
English Dept Head	\$2625	Choir	\$840
AP Stipends	\$630	Drama Director	\$840
Yearbook Advisor	\$2520	Science Department Head	\$2625
Testing Coordinator may be omitted?	\$1600	Baseball Head Coach	\$4500
Social Studies Dept Head	\$2625	Baseball Assistant Coach	\$2000
Senior Class Advisor	\$2320	Softball Head Coach	\$4500
Child Study Team/Sec504	\$1000	Softball Assistant Coach	\$2000
Junior Class Advisor	\$800	Boys Basketball Head Coach	\$4400
Poetry Club Advisor	\$650	Girls Basketball Head Coach	\$4400
Sophomore Class Advisor	\$672	Cross Country Track Head Coach	\$2112
Debate Team Coach	\$650	Winter Track Head Coach	\$2112
Freshman Advisor	\$672	Winter Track Assistant Coach	\$1500
National Honor Society	\$672	Spring Track Head Coach	\$2112
I & RS Chair	\$1000	Spring Assistant Coach	\$1500
Title IX Chair	\$1000	PE Department Head	\$2625
Affirmative Action Officer	\$420	Student Council Adviser	\$672
Chess Adviser	\$1680	HIB / Anti-Bullying Specialist	\$750

[Remainder of this page intentionally left blank; Article III, Section B to continue after attached Stipend Guide]

B) After school activities: Any after school activities not compensated will be conducted on a voluntary basis on the part of the certificated Employee.

C) The hourly rate of compensation for overtime or any other time expended by an Employee, which requires compensation in addition to that otherwise set forth in this Agreement, is set at \$32.50 per hour, and includes all time up to one hour.

D) An Employee that teaches an Extra Class for the School Year shall be compensated at an amount equal to 1/6 of the Employee's salary.

Article IV: Deductions from Salary:

A) Employees exceeding the maximum number of allowable days for absences and personal days as well as any accumulated sick leave shall be receive a deduction in their paychecks at the rate of 1/191 of their salary.

B) Except in reasonable circumstances, Employees who do not adhere to Article XVI, Section C of the Contract with respect to reporting absences will receive a deduction in pay no greater than \$10.00 per occurrence and a deduction in pay of no less that 1/191 of their salary per occurrence, irrespective of whether the Employee has unused sick or personal days.

EXHIBIT A
University Academy Charter High School
Grievance Form

Explain the area of the contract that you believe has been violated by the administrator, and explain why you believe this has occurred.

Please explain all attempts taken to solve the grievance.

Explain the remedy sought and how it meets the violation of the contract.

Information for Employees of University Academy Charter High School

Main Address: 275 West Side Avenue
Jersey City, NJ 07305
Main Phone Number: 201.200.3200
Main Fax Number: 201.200.3262
Webpage: <http://www.uachs.org>

Board of Trustees President & Executive Members:

Mr. Sergio Riquelme, President 201.927.8702 (F) 201.200.3313 sergio_riquelme@hotmail.com
Ms. Jaclyn Lenez, Vice President 201.200.3313 (F) 201.200.3313 jlenez@gmail.com
Ms. Carmen Torres-Izquierdo, Secretary (F) 201.200.3313 carmentorres50@optimum.net
Ms. Glenda Almeida, Treasurer 201.200.3313 (F) 201.200.3313 galmeyda04@yahoo.com

Board Clerk:

Ms. Erica Perez 201.200.3313 (F) 201.200.3312 eperez8@njcu.edu

Deans' Office

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Mr. Sean Sawyer, Asst. Dean 201.200.2499 (F) 201.200.3262 ssawyer@njcu.edu
Ms. Michele Bruce, Asst. Dean 201.200.3175 (F) 201.200.3262 mbruce@njcu.edu

School Business Administrator

Mr. Nicholas Puzo 201.200.2502 (F) 201.200.3262 nxpepa@aol.com

Bookkeeper

Ms. Carmen Gonzalez 201.200.2508 (F) 201.200.3262 cgonzalez2@njcu.edu

Office Manager

Ms. Tamara Llambelis 201.200.3563 (F) 201.200.3262 tcastro@njcu.edu

UACHS Federation of Teachers:

Executive Board

Nicholas Morris, President 201.200.3200 nmorris@njcu.edu
Hans Winberg, Vice President 201.200.3200 hwinberg@njcu.edu
Daisy Rodriguez, Secretary 201.200.3200 drodriguez@njcu.edu
Fanta William, Treasurer 201.200.3200 jwilliam@njcu.edu

NJSFT and AFT

Mr. Tom Peretti, AFT Field Representative tperetti@aftnj.org
American Federation of Teachers 202.879-4400 www.aft.org

Public Employment Relations Committee:

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609.984.7372
609.777.0089
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