

UNIVERSITY PREP – UFT COLLECTIVE BARGAINING AGREEMENT

UNIVERSITY PREP CHARTER HIGH SCHOOL AND THE UNITED FEDERATION OF TEACHERS COLLECTIVE BARGAINING AGREEMENT

September 1, 2017 –September 30, , 2021

AGREEMENT by and between University Prep Charter High School (herein called “UPCHS” or “Employer” or “School”) and United Federation of Teachers, Local 2, American Federation of Teachers, AFL-CIO (herein called “Union” or “UFT”).

WHEREAS, University Prep Charter High School offers a unique educational experience worthy of support; and

WHEREAS, the School and UFT (together, the “Parties”) desire to maintain a collaborative relationship so as to provide the best opportunity for University Prep Charter High School to succeed in its educational mission;

WHEREAS, in the formative years of a new school the Parties must maintain fluid communication and a willingness to work together to address issues and concerns with students’ interests at the basis of each decision;

NOW THEREFORE, the Parties have entered into this Agreement in the expectation that it provides a sound foundation for the growth and success of UPCHS, to the benefit of the entire UPCHS family.

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Article 1 Recognition

The School recognizes the UFT as the exclusive collective bargaining representative of all Teachers, Teacher Assistants, Guidance Counselors, School Secretaries/Office Managers, School Secretaries/Office Leads, School Secretaries/Operations Assistants, School Secretaries/Operations Leads, School Secretaries/Operations Associates, and School Assistants employed by the School, excluding all day-to-day substitutes, Principals, Assistant Principals, and Managerial or Confidential Employees as defined in the Public Employees' Fair Employment Act. Bargaining unit members are referred to herein as "Employees," "Faculty," or "Bargaining Unit Members." Should the School employ a new title or category of employees having a community of interest with Employees in the existing bargaining unit described herein, employees in such new title or category shall be included within the existing bargaining unit, and upon request of the Union, the Parties shall negotiate the terms and conditions of employment for such new title or category of employees; but nothing contained herein shall be construed to require re-negotiation of terms and conditions of employment applicable to Employees in the existing bargaining unit as a result of the School's re-designation of the title or category of Employees in the unit.

The School may employ a Temporary Employee to replace an Employee on a leave of absence. A Temporary Employee shall be a Bargaining Unit Member upon hire and shall be eligible for the contractual pay applicable to the position but not exceeding Step 4 Column 1 on the applicable salary schedule, and to the other terms and conditions of the Agreement but shall not be eligible for the retirement plan and medical insurance. Temporary Employees do not accrue seniority, but should a Temporary Employee subsequently become a regular Employee, his/her seniority shall include his/her Temporary Employee service. If a Temporary Employee hired to replace an Employee on a leave is employed for more than four (4) months of service, he/she shall become a regular Employee and subject to all of the provisions of the Agreement.

For purposes of this entire agreement references to "administration" or "administrator" shall mean either principal or assistant principal.

Article 2 Management Rights

Except as limited or modified by this Agreement and/or by applicable law, it is understood and agreed that the University Prep Charter High School Board of Trustees (herein called “Board”) retains all of its powers and authority to direct, manage and control to the full extent of the charter school law and the regulations of a New York education corporation. Input from the Faculty will be considered and decisions will be derived in a collaborative model; final decisions will rest with the Board.

Included in, but not limited to, those powers is the right to:

- Determine the school mission and overall program design as described in the charter;
- Establish educational policies with respect to admitting students;
- Determine staffing patterns and design;
- Determine the number of personnel and kinds of personnel required;
- Ensure the rights and educational opportunities of all students;
- Maintain Board operations;
- Move or modify facilities;
- Establish budget procedures and determine budgetary allocations;
- Determine the methods of raising revenue;

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

In cases of emergency, defined as a clear and present danger to the safety of students or employees or an unanticipated and severely adverse change in the School’s fiscal condition in which failure to act would result in either severe financial hardship or cessation of operation of the School, the Parties agree to negotiate in a timely manner any necessary modifications to this Agreement.

Article 3
Personnel Policies

The UPCHS Personnel Policies (“Personnel Policies”) shall continue to apply to School Employees to the extent that such Personnel Policies are not contrary to or inconsistent with this Agreement. To the extent that the Personnel Policies are contrary to or inconsistent with this Agreement, this Agreement supersedes the Policies.

With respect to matters not covered by this Agreement which are mandatory subjects for collective bargaining, the School agrees that it will make no changes without appropriate prior consultation and negotiation with the Union. Any other changes to the Personnel Policies shall be approved by the Board. Alleged violations of the Personnel Policies shall be subject to the grievance procedure set forth in Article 5 herein.

Article 4 Due Process

A. Just Cause

No Employees shall be disciplined without just cause. Discipline shall include discharges, terminations, suspensions with or without pay, and formal reprimands in writing. An Employee shall not be fined.

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. Thus an Employee will ordinarily receive verbal counseling before a written reprimand, and a written reprimand before being suspended. Moreover, a short suspension will generally precede a longer suspension and/or dismissal. However, in cases where an Employee engages in serious misconduct, the School may skip some steps or even dismiss an Employee, provided that just cause for the discipline imposed is established. Depending on the particular facts of each case, examples of such serious misconduct may include, but are not limited to:

1. Intentional falsification of employment records, employment information or other School records;
2. Theft or intentional damage or destruction of any School property or the property of any Employee or student;
3. Possession of any firearms or any other dangerous weapons on School premises at any time;
4. Possession or use of any intoxicant on School grounds or at a School-sponsored event including alcohol or controlled substances (unless such substances are supported by a valid prescription);
5. Conviction of any felony or crime involving moral turpitude, or criminal harassment;
6. Conviction of any crime involving physical abuse of a student or minor;
7. Failure to maintain necessary credential(s) required for the position;
8. Abandonment of position, which shall mean absence for 10 consecutive school days without notice unless the employee shall have reasonable cause for the failure to notify;
9. Sexual harassment or sexual misconduct with a student, including sexual touching, serious or repeated communications of an overtly sexual nature, action that could reasonably be interpreted as soliciting a sexual relationship, or possession or use of child pornography.

For purposes of discipline based on a performance evaluation, the procedures set forth in Article 11 and Appendix B shall constitute progressive discipline.

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C. Procedures for Notice of Suspension or Dismissal

To initiate suspension or dismissal, the School shall deliver a Notice of Discipline (“Notice”) to the Employee in person or by certified and registered mail. The Notice shall contain a statement, in ordinary language, of the factual basis upon which the suspension or dismissal is based, any rule or regulation alleged to have been violated, and the proposed penalty. The Employee shall also be given a copy of any documentary materials upon which such action is based and a statement of the Employee’s right to respond in writing within five (5) school days of the Notice, unless by agreement of both the School and the Employee to extend this deadline.

D. Employee Files

Official personnel files in a school shall be maintained under the following conditions:

1. An Employee shall be provided a copy of any material which is to be placed in his or her official file. The Employee shall acknowledge that he or she has read such material by affixing his or her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he or she has read the document to be filed and does not necessarily indicate agreement with its content.
2. An Employee has the right to view his or her personnel file and to reproduce the material in it after scheduling an appointment with reasonable notice with the School office.
3. Once an official of the school has been placed on notice of an incident, if the incident has not been reduced to writing within three (3) months of its occurrence, exclusive of the summer vacation period, the incident may not later be added to the file.
4. An Employee shall have the right to answer, within thirty (30) calendar days, in writing any material placed in his or her file. His or her answer shall be attached to the file copy of the material.
5. An Employee shall have the right to have material removed from his or her file three (3) years from the date it was placed in the file, provided that the material is not being used in a formal disciplinary proceeding.
6. Only personnel documents in an Employee’s personnel file may be introduced in a formal disciplinary proceeding. This requirement does not prevent the introduction in a formal disciplinary proceeding of material that is currently relevant to the disciplinary proceeding and if a personnel document is in the process of being prepared for the Employee’s file, a copy of which will be

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provided to the Employee and his or her representative no later than forty-eight (48) hours prior to the start of the formal disciplinary proceeding, regardless of the due process Level at which discipline is initiated.

7. While the content of material in the file cannot be grieved, an Employee has the right to challenge the accuracy and fairness of such material if it is used in a formal disciplinary proceeding.

E. Grievances Under this Article

An Employee may initiate a grievance challenging a violation of this Article by filing a grievance at Level One pursuant to Article 5. An Employee who is grieving discipline pursuant to the evaluation systems contained in Article 11 and Appendix B and C shall initiate the grievance at Level Two.

F. Right to Representation

Employees are entitled to be accompanied by a Union Representative (“Representative”) at any meeting that may result in discipline (a “Disciplinary Meeting”). Prior to the Disciplinary Meeting, the School shall notify the Employee of the nature of the meeting and their right to have a Representative present. The Employee may request to be joined by a Representative prior to or during such a meeting. During a non-disciplinary meeting, if the subject of the meeting evolves into a Disciplinary Meeting, the Employer will notify the Employee immediately of that fact and that the Employee may assert the right to have Union representation. If the Employee believes that the meeting has evolved into a Disciplinary Meeting, he or she may assert the right to have Union representation.

1. As much as practicable, such Disciplinary Meetings shall be scheduled at a mutually acceptable time and within a reasonable period of time from the occurrence or issue in question and shall be confidential, except in an emergency involving health or safety issues, when immediate intervention may be required. If necessary, the meeting will be rescheduled to allow the Employee to obtain Union representation. The meeting shall be suspended until such representation is secured or refused by the Employee. However, nothing in this Agreement shall prevent a supervisor from observing and counseling Employees about their performance in accordance with the School’s established procedures. Nonetheless, only Instructional Supervisors shall observe and counsel Teachers, Guidance Counselors, and all other Instructional Employees and only Operations Supervisors shall observe and counsel Operations Employees.

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G. Probationary Period

1. School Secretaries/Office Managers, School Secretaries/Office Leads, School Secretaries/Operations Assistants, Secretaries/Operations Leads, School Secretaries/Operations Associates, Teachers Assistants, and School Assistants hired after July 1, 2009 must serve for one (1) school year in a probationary capacity. During this probationary period, such employees may be released from employment with UPCHS without cause and at the sole discretion of the Board. Following passage of the probationary period, such employees will be entitled to the due process procedures as defined in this Article. Should the School employ a new title or category of employees having a community of interest with this group of employees, the probationary period will also apply to this group.

2. Teachers and Guidance Counselors must serve for one (1) school year in a probationary capacity. For Teachers and Guidance Counselors serving in a probationary capacity, a grievance concerning termination will be presented directly to Level Two (Board Chair or Designee) of the grievance procedure within (15) school days of the receipt of notice and will conclude at Level Two. The decision of the Board Chair or Designee shall be final and binding.

H. Substitute Employees

This Article does not apply to the dismissal of substitute employees.

Article 5 Grievance

An individual Employee, a group of Employees, or the Union on behalf of all the Employees (collectively, the “Grievant”) may initiate a grievance pursuant to the terms of this Agreement. A “grievance” shall mean a complaint by an Employee, a group of Employees or the Union that there has been a violation, misinterpretation or misapplication of any of the provisions of this Agreement.

A. Scheduling of Grievance Meetings

Conferences held pursuant to “Informal Level” or “Level One” through “Level Four” (“Grievance Meetings”) held under this Article shall be conducted at such times as afford a fair and reasonable opportunity for all persons entitled to be present to attend. Ordinarily such meetings shall be scheduled during non-working time (except during the Grievant’s lunch period) or immediately before or after the Grievant’s workday. However, should the School convene a meeting during the workday of any Employee who is entitled to be present, such Employee shall be relieved from work to the extent necessary to permit attendance, and shall not suffer a loss of pay or other benefit.

B. Right to Representation

Employees are entitled to be accompanied by a Union Representative (“Representative”) at any Grievance Meeting.

C. Grievance Procedures

Informal Level

Every effort should be made to resolve the grievance informally between the Grievant and the supervisor involved. This conference shall take place within fifteen (15) school days of the occurrence or omission or the realization of the occurrence or omission.

Level One: Principal

If the grievance is not resolved at the Informal Level, a concise summary of the grievance shall be submitted to the principal in writing within twenty (20) school days of the occurrence or omission or the realization of the occurrence or omission, detailing the article or articles of the contract allegedly violated and any supporting documents or materials. A conference shall take place within five (5) school days. A written memo will be returned by the principal within five (5) school days of the occurrence of the conference.

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Level Two: Board Chairman or Designee

If the grievance is not resolved at Level One, within five (5) school days the Union may appeal to the Chairman of the Board of Trustees or his/her designee unless, due to a conflict of interest, that person may not hear the matter, in which case the Board shall designate an alternate Board member as its representative. Within fifteen (15) school days of receiving the appeal the Board Chairman, designee or alternate will facilitate a meeting to attempt to find an acceptable resolution. Resolution of the grievance will be discussed and a written memo will be returned within fifteen (15) school days of the occurrence of the conference by the Board Chairman, designee or alternate.

Level Three: Arbitrator

If the grievance (including, but not limited to, a grievance related to discipline) is not resolved at Level Two, the Union, within fifteen (15) school days after receiving the Level Three response, or after the failure to respond within the time limit, may submit a notice of arbitration to the Employer with a copy to the American Arbitration Association (AAA). 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 AAA to process the grievance to arbitration in accordance with the Labor Arbitration Rules of the AAA, 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.

As soon as practicable, the parties agree to identify three (3) arbitrators mutually acceptable to both parties for the resolution of disputes by proposing candidates to the other party. The arbitrators shall serve on a rotational basis to hear and determine the case submitted within twenty-one (21) school days if possible. If no panel arbitrator is available to hear the case within twenty-one (21) school days, the regular rotational order shall determine the arbitrator selected for the case. All arbitration hearings will be concluded within thirty (30) school days. The arbitrator shall have one (1) month from the conclusion of the proceeding to issue the award.

The arbitrator's decision shall be final and binding on the Employer, the Union and the Grievant. The Employer agrees to apply to all substantially similar situations the decisions of an arbitrator sustaining a grievance. The Union agrees that it will not bring or continue any grievance that is substantially similar to a grievance denied by the decision of an arbitrator. All costs for the services of the arbitrator, including but not limited to, per diem expenses, travel and subsistence expenses, and the cost, if any, of a

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hearing room, shall be shared by the School and the Union. All other costs, except for release time for the grievant(s) and witnesses, shall be borne by the party incurring them.

Failure on the part of the Employer to answer a grievance at any step within the specified time limit shall entitle the Union to proceed to the next Level, as applicable.

The Board or its designee shall be notified whenever a grievance is filed or advanced to the next Level.

D. No Reprisals

No reprisals of any kind will be taken by the Board, the School or representative or Employee of the Board or School against any grievant, any party in interest, or any other participant in the grievance procedure by reason of such participation.

Article 6
Professional Mediation

Where differences of opinion related to school-based decisions, policies or practice cannot be resolved, a mediation process will be available to facilitate the resolution of these differences. Although encouraged as a mechanism for problem-solving, participation in a mediation process is voluntary.

In order to utilize the mediation process, the Union or School may request the service of (a) person(s) identified as expert in mediation (a “Mediator”). Selections of such person(s) will be made by the School and the Union from a list of mediators mutually agreed upon by the School and the Union.

The Mediator will initiate the mediation process within ten (10) school days. This stage of the process is expected to be completed within thirty (30) school days unless the participants, including the Mediator, believe it beneficial to continue the process.

At the conclusion of the mediation:

1. If a resolution is reached, the Mediator will prepare an agreement for the participants to confirm and sign. It is expected that the participants will adhere in good faith to the agreement. Where one of the participants believes that a good faith effort is not being made to adhere to the agreement, the participant will contact the Board President (or Board Designee) who will assess the situation and take actions as necessary to assure implementation of the agreement.

2. If there is no resolution, the Mediator will send letters to the participants confirming termination of the mediation process. In addition, the Mediator will send letters to the Board and Union advising them of the same.

Article 7 Rates of Pay

A. Salary Schedules

The salary schedules applicable to Employees effective September 1, 2017, effective September 1, 2018, effective September 1, 2019, and effective September 1, 2020 are attached hereto as Appendix A.

B. Stipends

The Parties wish to encourage the Faculty to use their special skills, achievements, talents, and qualifications to design and implement projects and special programs that will enhance students' learning experience. Pursuant to Article 9, the School's Stipend Committee, shall determine the types of services eligible for additional compensation, the assignment of such services to Employees, and the amount of each stipend for such services.

At the start of each school year, the School's Stipend Committee, in consultation with the School's Principal, shall prepare an annual budget for services provided both inside and outside of the instructional day subject to consideration and approval by the School's Board of Trustees.

C. Hourly Compensation

Effective September 1, 2017, Teachers and Guidance Counselors will receive additional compensation at a rate of \$47.75 per hour. Effective September 1, 2018, Teachers and Guidance Counselors will receive additional compensation at a rate of \$48.23 per hour. Effective September 1, 2019, Teachers and Guidance Counselors will receive additional compensation at a rate of \$49.19 per hour. Effective September 1, 2020, Teachers and Guidance Counselors will receive additional compensation at a rate of \$50.18 per hour.

Effective September 1, 2017, School Secretaries/Office Managers, School Secretaries/Office Leads, School Secretaries/ Operations Leads, and School Secretaries/Operations Assistants will receive additional compensation at a rate of \$42.87 per hour. Effective September 1, 2018, School Secretaries/Office Managers, School Secretaries/Office Leads, School Secretaries/ Operations Leads and School Secretaries/Operations Assistants will receive additional compensation at a rate of \$43.30 per hour. Effective September 1, 2019, School Secretaries/Office Managers, School Secretaries/Office Leads, School Secretaries/ Operations Leads, and School Secretaries/Operations Assistants will receive additional compensation at a rate of \$44.16 per hour. Effective September 1, 2020, School Secretaries/Office Managers, School

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Secretaries/Office Leads, School Secretaries/ Operations Leads, and School Secretaries/Operations Assistants will receive additional compensation at a rate of \$45.05 per hour.

Effective September 1, 2017, Teacher Assistants and School Secretaries/Operations Associates will receive additional compensation at a rate of \$ 25.10per hour. Effective September 1, 2018, Teacher Assistants and School Secretaries/Operations Associates will receive additional compensation at a rate of \$ 25.35per hour. Effective September 1, 2019, Teacher Assistants and School Secretaries/Operations Associates will receive additional compensation at a rate of \$25.86 per hour. Effective September 1, 2020, Teacher Assistants and School Secretaries/Operations Associates will receive additional compensation at a rate of \$26.38 per hour.

Effective September 1, 2017, School Assistants will receive additional compensation at a rate of \$20.90 per hour. Effective September 1, 2018, School Assistants will receive additional compensation at a rate of \$21.11per hour. Effective September 1, 2019, School Assistants will receive additional compensation at a rate of \$21.53 per hour. Effective September 1, 2020, School Assistants will receive additional compensation at a rate of \$21.96 per hour.

These hourly rates above will be the rate of compensation during the school year, as well as for Summer School or Summer Bridge.

D. Employee Attendance Bonus

Effective September 1, 2017, an Employee shall receive a lump-sum bonus of \$450.00 paid at the conclusion of each school year but no later than July 15th, if the Employee does not have more than three (3) absences during that school year.

E. Educational Choice Reimbursement

Effective September 1, 2017, the School shall reimburse Employees up to \$150.00 each school year for materials and supplies that shall be used for educational purposes provided that the school receives receipts of purchase.

F. Pay Practices

Employees shall have their annual salary, which is earned during the regular school year (as defined in Article 8) pro-rated over twelve (12) months to provide summer vacation pay. Employees who work less than the school year (as defined in Article 8) shall have their annual salary pro-rated to reflect their actual days in pay status during the academic year as a proportion of the total number of academic calendar days.

Employees shall be placed on a higher salary column on the salary schedule when they provide evidence that they have met the requirements for that column. Upon providing such evidence to the School, the Employee's pay shall be increased effective at

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the beginning of the next pay period. The School shall accept unofficial transcripts as preliminary evidence of completion of graduate units for salary advancement. The Employee will be required to provide official transcripts as confirmation once they become available.

G. Overtime

UPCHS will comply with any applicable federal and state overtime laws consistent with the classification of employees defined in Article 8 Section A.3.

Article 8
Work Schedule and Assignments

A. Work Year and Day

1. The work year for returning Teachers, Guidance Counselors, School Assistants and Teaching Assistants (i.e. those employees in these titles who have worked at the School during the previous school year) shall begin no earlier than August 21st of each school year. Teachers, Guidance Counselors, School Assistants and Teaching Assistants shall work no more than 1.) the same number of instructional days as designated in the annual school calendar of the New York City Board of Education for high schools and 2.) eight (8) additional days that shall be designated for mandatory professional development. Teachers and Guidance Counselors new to the School (in their first year only), School Assistants, School Secretaries/Operations Associates, and Teaching Assistants shall work two (2) days in addition to the above stated work year. The work year for School Secretaries/Office Managers, School Secretaries/Office Leads Secretaries/Operations Assistants, and School Secretaries/Operations Leads shall be the calendar year. School Secretaries/Office Managers, School Secretaries/Office Leads Secretaries/Operations Assistants, and School Secretaries/Operations Leads shall have four (4) weeks of vacation time each work year, in addition to the holidays provided for in Article 8(A)(2) below. No more than two (2) consecutive weeks may be taken at one time. No more than two (2) total weeks may be taken in the months of July and August.

2. The School will follow the same holiday schedule as the New York City Board of Education for high schools; however, pursuant to Article 9 the School's Calendar Committee may reconfigure the school calendar within the parameters for the work year defined above and subject to any legal requirements for public holidays.

3. The professional workday for Teachers and Guidance Counselors shall include the student day, staff meetings, professional development meetings, office hours and time needed for class preparation. The work day for full-time School Secretaries/Office Managers, School Secretaries/Office Leads, and School Secretaries/Operations Leads, School Secretaries/Operations Associates School Secretaries/Operations Assistants, Teachers Assistants and School Assistants is eight (8) hours per day with a forty (40) hour work week. The work day during the summer months (July and August) for School Secretaries/Office Managers, School Secretaries/Office Leads, and School Secretaries/Operations Leads, and School Secretaries/Operations Assistants is six (6) hours per day with a thirty (30) hour work week. Should the School employ a new title or category of employees having a community of interest with this group of employees, the professional workday defined here will also apply to this group. Teachers and Guidance Counselors are considered exempt titles for purposes of overtime; School Secretaries/Office Managers, School Secretaries/Office Leads, and School Secretaries/Operations Leads, Teachers Assistants, School Secretaries/Operations Associates and School Assistants are non-exempt.

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4. Employees will receive a duty-free lunch period of no less than thirty (30) minutes. Each Teacher will be given at least one (1) class period per schedule cycle for preparation time. Preparation time is to be used for preparation related to teaching duties and or Union business and not for personal business or conducting personal appointments. Pursuant to Article 9, the School's Calendar Committee may revise the amount of preparation time provided to Employees and the length of Employees' duty-free lunch so long as all legal requirements for instructional minutes are met and it is determined that such changes do not negatively impact the School's educational standards.

5. The School recognizes that Employees rely on their regular schedules to prepare their work and agrees that the scheduling of ad hoc meetings or other events not regularly scheduled can disrupt and interfere with teaching. Therefore, ad hoc changes that affect Employees' daily work schedule should be minimized and, where such meetings or events are necessary, should be made with reasonable advance notice so as not to interfere with Employees' schedules. In the event that an ad hoc meeting is scheduled outside of normal working hours without reasonable notice, and an Employee is unable to attend due to a prior commitment or personal hardship, the Employee will not be disciplined for not attending.

6. Employees who lose time from their scheduled preparation because they are required by the School to cover a class shall be additionally compensated for such extra time within the next pay period at the Employee's pro-rated hourly pay rate.

7. In the event of an emergency, School Secretaries/ Operations Associates shall provide coverage for classes consisting of distribution of classwork and monitoring behavior of students for no more than two (2) coverage periods per seven (7) period cycle or that equivalent. Any additional coverages shall be paid the difference of School Secretaries/ Operations Associates pro-rata salary rate and the pro-rata salary rate they would receive as a teacher.

8. There shall be four (4) evening Parent-Teacher Conferences ("Conferences") held on dates to be proposed by the calendar and programming committee. All conferences shall begin no earlier than 5:00 p.m. and end no later than 7:30p.m. All Employees are expected to attend Parent-Teacher Conferences and if unable to attend, the pro-rata amount of hours will be deducted from the Employee's Cumulative Absence Reserve ("CAR"). Such conference time shall replace existing faculty professional development meetings during the week of conferences. The first conference shall not be a traditional Parent-Teacher Conference but shall be an alternative event using one of the following formats as determined by the School Principal and Leadership Committee: Curriculum Night; Back-to-School Night; Meet the Staff Night; Common Core or other training for Parents Night, or another non-traditional format mutually agreed upon by the Principal and the Leadership Committee. There shall be four (4) afternoon Parent-Teacher Conferences held during the school's normal hours of operation. All other meetings, conferences, and events outside of the normal professional workday shall be deemed voluntary.

9. Returning Employees will accrue sick days at a rate of one (1) day per work month. The School will provide new Teachers, Guidance Counselors, Social Workers, School Assistant, School Secretaries/Operations Associates, and Teaching Assistants, in their first year only, with ten (10) available sick days at the commencement of their service; the School will provide School Secretaries/Office Managers, School Secretaries/Office Leads, and School Secretaries/Operations Leads, and School Secretaries/Operations Assistants in their first year only, with twelve (12) available sick days at the commencement of their service. All new Employees will not accrue additional sick days until their second year of employment. Unused sick days for all Employees, up to a limit of two hundred (200) days, will be banked for future use in the CAR. In any given year, up to three (3) sick days may be used for personal business. For an Employee's absences of one-half (1/2) a work day or less, the School will deduct from the Employee's accumulated days in hourly increments for every fraction of an hour the employee is absent from work. Absences of more than one-half (1/2) a work day shall be deducted as a full day of sick leave. Employees who work during the Summer School program shall be entitled to one (1) sick day that may only be used during that current Summer School Program and shall not be banked in the Employee's CAR.

B. Assignments

1. To facilitate adequate planning for the upcoming school year, on or before January 15th of each year the School will distribute to all Employees a notice of intent to return. On or before February 14th of each year, Employees must sign a notice of intent to return in order to assure assignment with the School for the following school year. Employees who indicate that they do not intend to return may change their election up until April 1st of each year and will be assured an assignment for the following year. An Employee may extend the April 1st deadline in a written request to the School, dated prior to April 1st, until April 15th, and such a request will not be unreasonably denied. The notice of intent to return may include a statement of preferred assignment for the following school year. The absence of such a statement shall indicate that the Employee desires to continue in his or her current assignment and, if the Employee has satisfactory evaluations pursuant to Article 11, the Employee shall be so assigned.

2. In determining assignments for the following year for Employees desiring a change of assignment within their existing academic department, the following procedure shall be followed.

- a. On or before January 15th of each year, the School shall provide each academic department with the list of classes for the following year and each Employee's preferred assignment. Each academic department shall meet to mutually determine initial assignments for the following year. Each academic

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department shall present the list of initial assignments to the principal on or before April 1st of each year, including any positions remaining open.

b. Open positions for the upcoming school year along with Summer School and “Summer Bridge” positions shall be posted by April 15th of the current school year. After the hiring of new personnel (pursuant to Article 9 in the procedures outlined for the Hiring Committee), the initial assignments may be reviewed by each academic department. Department members will consult with the goal of reaching mutual agreement on final assignments.

c. In the event that mutual agreement on assignments is not reached in either of the preceding sections, the principal shall make the final determination on assignments using the following criteria:

- Legal requirements and qualifications
- Satisfactory evaluation
- Expertise and relevant experience

In the absence of substantial distinguishing differences in the above criteria, length of service at the School shall be the determining factor.

d. Employees shall be notified of their final assignments for the next school year on or before May 1st.

Article 9 Professional Leadership and Growth

UPCHS is committed to the Faculty taking a leadership role in a school environment where Faculty members' talents will be supported and utilized to their fullest potential. Employees will have the opportunity to participate in decision-making roles on curricular and extra-curricular issues. . To this end, UPCHS will have six Standing Committees: (1) Leadership, (2) Professional Development, (3) Calendar and Programming, (4) Budget, (5) Stipend, and (6) Hiring. Ad Hoc Committees shall be established by the Principal and Leadership Committee as necessary.

Faculty members shall have majority representation on all Standing Committees. At the start of each school year, the Principal and the UFT Chapter Leader will meet and determine the numbers of staff positions on each Committee. In all Standing Committees, Faculty representatives shall be democratically selected by Bargaining Unit Members using a process determined by the Bargaining Unit Members. All members of the Bargaining Unit will serve on a minimum of one Standing Committee or Ad Hoc Committee. Nonetheless, each school year, the longest standing committee member on each committee shall leave to join another committee.

Shared decision-making is central to the philosophy of UPCHS and school and administrators are encouraged to solicit the input of Employees. Best efforts shall be made to reach consensus on School decisions and in Committee deliberations, although, and except as provided below, final decision making authority rests with the Principal.

A. Leadership Committee

The School will form a Leadership Committee consisting of Faculty members, School administrators, parents, and students to foster and develop a successful, high achieving climate at the school. The Leadership Committee shall meet no less than once a month during the school year to consider major policy issues facing the School.

B. Professional Development Committee

Paramount to the School's success and students' academic achievement is the Faculty's professional growth. In order for the School to maintain its organizational vigor and best serve its students, it must develop a systematic, ongoing program of professional growth and development. The Parties recognize that the professional development of the School's Faculty is both a personal responsibility of the Employees and an institutional responsibility of the School

To achieve this goal, the School will establish a Professional Development Committee. This Committee will annually define the scope of Employees' in-service program to meet Faculty member's professional needs as they relate to student achievement. In collaboration with the Budget Committee, the Professional

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Development Committee will develop a budget deemed appropriate to accomplish in-service activities.

No later than September 30th of each year, the Professional Development Committee will present its program of in-service professional development to the School's Board (or the Board's Designee) for approval. Once the plan is approved, Employees are expected to participate in all relevant professional development activities.

C. Budget and Stipend Committee

The Budget and Stipend Committee consisting of Employees and in consultation with the Principal shall discuss and determine the distribution of stipends for services provided outside and during the normal instructional day. The Budget and Stipend Committee shall develop a process for soliciting from the Faculty ideas and requests for stipend-eligible work and a methodology by which such stipend requests will be evaluated and awarded. At the start of each school year, the School's Budget and Stipend Committee, in consultation with the School's Principal, shall prepare an annual budget for services provided both inside and outside of the instructional day and submit it for consideration and approval to the School's Board of Trustees. The Committee's budget for stipends for a school year shall be presented to the Board for approval no later than September 30th of each school year.

The Budget and Stipend Committee shall meet by May 1st of each year to review the school's proposed budget and make recommendations to the Board regarding budget allocations for the following school year. The Budget and Stipend Committee shall receive a copy of the Board's approved budget no later than September 1st of each school year.

D. Calendar and Programming Committee

A Calendar and Programming Committee shall be formed to determine, pursuant to the requirements of Article 8, the work calendar for the following school year. The Calendar and Programming Committee shall meet no later than March 1st and shall provide a recommended Calendar to the Principal no later than April 1st. The Principal may make recommendations to the committee and the committee shall provide a recommended calendar to all Employees no later than May 1st. The Calendar and Programming Committee is also authorized to recommend changes to the daily schedule, including the assignment of Employees' preparation periods. In the event the Calendar Committee recommends a reconfiguration of the annual calendar or work day, such recommended changes must be ratified by a majority of Bargaining Unit Members and approved by the Board.

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In determining the annual calendar, the Calendar Committee will consider making time available to teachers to observe the educational practices of their colleagues or other skilled practitioners. The School considers this practice to be part of a broader teacher professional development program and will seek opportunities for teachers to do so.

E. Hiring Committee

1. A Hiring Committee shall be formed at the School and will be responsible for ensuring that the School attracts, recruits, and hires high-quality educators. The committee consists of the principal, Faculty representatives, and may also include students. Notwithstanding the below procedures, the Hiring Committee will determine the process for hiring new employees. Best efforts will be made to reach consensus on all hiring decisions, with due consideration to majority opinion. However, the principal retains the final authority on all hiring decisions.

2. Upon knowledge of any new or open positions or vacancies, the School shall deliver to all Employees and post a list of open positions for the current or upcoming school year. The list shall contain:

- A job description
- Credentials and qualifications necessary to meet the requirements of the position
- A closing date, which must be at least ten (10) working days following the posting date

3. In evaluating candidates for new or open positions or vacancies, the Hiring Committee shall consider a candidate's

- Qualifications and credentials, including a candidate's ability to satisfy any legal requirements of the position
- Prior satisfactory evaluations
- Expertise and relevant experience

In the absence of substantial distinguishing differences in the above criteria, length of service at the School shall be the determining factor. Moreover, the Hiring Committee shall give preference to incumbent Employees with satisfactory performance and appropriate credentialing who apply for any new, open, or vacant positions, and the School shall, upon request of the Bargaining Unit Member, deliver in writing the reason(s) why he or she was not selected to fill the vacancy.

4. Upon written request by an Employee, Employees shall be notified by mail of any vacancies which may arise during the summer recess or during an Employee's leave of absence. This request must be in writing and must include the Employee's mailing address.

Article 10
Student-Teacher Ratio, Class Size and Teacher Load

The School shall maintain a school-wide staffing ratio of no more than twenty (20) students to one (1) full-time classroom teacher. Unless otherwise approved by the Calendar Committee and ratified by a majority of Bargaining Unit Members and the Board, an individual class shall not exceed thirty (30) students and a Physical Education class shall not exceed fifty (50) students. Moreover, there must be a total of no more than one hundred thirty (130) students in all of a teacher’s classes excluding advisory.

Article 11
Evaluation

The Teacher and Guidance Counselor Evaluation System attached hereto as Appendix B shall govern the evaluation of Teachers and Guidance Counselors.

The Performance Evaluation Process found in Appendix C shall continue to govern as the evaluation procedure for all UPCHS School Secretaries/Office Managers, School Secretaries/Operations Assistants, School Secretaries/Office Leads, School Secretaries/Operations Leads, School Secretaries/Operations Associates, Teachers Assistants, and School Assistants and other employees hired with the same community of interest.

Beginning on December 1, 2017 a joint labor-management committee (“the Committee”) will develop a new Guidance Counselor Evaluation System for UPCHS. The Committee will have six (6) members: three (3) chosen by the UPCHS Board, and three (3) chosen by the Union. The target date for completion of the new system shall be April 30, 2018, with a target for implementation being the 2018-2019 School year.

Article 12 Leaves of Absence With and Without Pay

A. Eligible Leaves

As set forth below, the School will provide an unpaid leave of absence to Employees as follows: for maternity, childcare, care of an adopted child, care of a sick member of the Employee's family, for restoration of an Employee's own health. The School may grant, and will not unreasonably deny, leaves of absence for adjustment of personal affairs such as, but not limited to, settling the affairs of a family business on the death or incapacitation of the family member in charge. For purposes of this article, a family member includes, but is not limited to, an Employee's spouse, domestic partner, child, parent, sister or brother, stepchild, grandparent, grandchild, or the parent, child, or sibling of the Employee's domestic partner.

"Domestic Partner" is a person at least eighteen (18) years of age and mentally competent to consent to contract with whom the Employee has lived in the same residence for at least one (1) year and with whom the Employee has an exclusive mutual commitment similar to marriage. The Employee may not be married to anyone else or have another domestic partner.

B. Leaves Without Pay

The applications for and granting of such leaves of absence shall be in writing to the School. Applications for discretionary leaves shall be given careful consideration and any denial will be set forth in writing with reasons on the basis of the best interest of the organization.

Employees on leaves without pay shall be permitted to participate in the School's health and welfare insurance programs as required by the Consolidated Omnibus Budget Reconciliation Act ("COBRA"). An Employee on such a leave shall notify the Principal by April 1st of the school year as to his or her intent to return to employment in the school for the following school year. Failure to notify may be considered an abandonment of position and forfeiture of all insurance benefits.

C. Child Bearing Preparation and Child Rearing

Employees may use their accrued sick leave for purposes of preparation for child birth, post-birth bonding or adoption. Upon exhaustion of their accrued sick leave, Employees may request the donation of additional leave time from other Bargaining Unit Members. The donated leave will be deducted from the accrued personal sick leave of the Employee who donates it. No Employee may contribute more than one (1) additional day of leave per incident. The total amount of paid leave for purposes of preparation for

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child birth, post-birth or adoption shall be limited to a maximum of two-hundred (200) days.

Notwithstanding any other section of this article, receipt of donated leave is contingent upon the agreement of the recipient of such donated leave returning for a minimum of one (1) additional year of employment at UPCHS. This condition may be waived by the mutual agreement of the Parties.

Upon the exhaustion of accrued and donated sick leave, leave without pay shall be granted to a unit member for preparation for child bearing, for child rearing, or adoption. Such leave, inclusive of any paid leave for this purpose, shall not exceed ten (10) months.

Insurance benefits will continue for the duration of the leave, for a maximum of six (6) months, at the same level and conditions as if the Employee had continued to work.

If an Employee is on leave for child bearing or child rearing and in the event of a miscarriage or death of child subsequent to childbirth, the Employee may request an immediate assignment to a unit position. If there is no vacancy for which an Employee is qualified, the Board will assign the Employee to a position as soon as practicable.

D. Family Care and Medical Leave

Under state and federal law, unit members who have served the School more than twelve (12) months and have at least 1,250 hours of service with the School during the previous twelve (12) month period, have the right to an unpaid family care and medical leave of up to twelve (12) work weeks in a twelve (12) month period for the birth of a child, for the placement of a child for adoption or foster care, for the serious health condition of their child, parent or spouse, or for their own serious health condition which makes them unable to perform their job. When granting this leave, the School guarantees reinstatement to the same or a comparable position at the end of the leave, subject to any exceptions or limitations provided by law.

If possible, at least thirty (30) calendar days written advance notice must be provided for foreseeable events such as the expected birth of a child or the planned medical treatment of yourself or a family member. For events which are unforeseeable thirty (30) days in advance, the School must be notified as soon as practicable. Failure to comply with these notice rules is grounds for, and may result in, denial or deferral of the requested leave until this notice policy is complied with.

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E. Miscellaneous Leaves Without Pay

Upon recommendation of the Board President and approval by the Board, leave without compensation may be granted for a period not to exceed one (1) school year for the following purposes: care for a member of the immediate family who is ill, long-term illness of the unit member, service in an elected public office, educational travel, professional study or research or public service. Extension of such leaves may be granted at the sole discretion of the Board.

F. Military Leave

UPCHS shall grant a military leave of absence to any employee who must be absent from work due to service in the uniformed services in accordance with the Uniformed Services Employment and Re-Employment Rights Act of 1994 (“USERRA”). All employees requesting military leave must provide advance written notice of the need for such leave, unless prevented from doing so by military necessity or if providing notice would be impossible or unreasonable.

If military leave is for thirty (30) or fewer days, the School shall continue the Employee’s health benefits and full salary. For service of more than thirty (30) days, employee shall be permitted to continue their health benefits at their option through COBRA. Employees are entitled to use accrued vacation or paid time off as wage replacement during time served, provided such vacation/paid time off accrued prior to the leave.

The School will reinstate those employees returning from military leave to their same position or one of comparable seniority, status, and pay if they have a certificate of satisfactory completion of service and apply within ninety (90) days after release from active duty or within such extended period, if any, as required by law. Exceptions to this policy will occur wherever necessary to comply with applicable laws.

G. Bereavement Leave

An Employee shall be granted a leave of absence for the death or imminent death of any member of the immediate family without loss of pay or benefits or deduction from other leave benefits. This leave shall be for three (3) days, unless travel of more than two-hundred (200) miles is required; in such case the length of the leave shall be for five (5) days. In order to qualify to be paid under this provision, Employees must notify the School in advance that they wish to take time off in accordance with this provision. At its discretion, the School may wish to see evidence of the death of family member such as a death certificate.

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H. Jury and Witness Duty

Employees shall be granted leave, without loss of pay or benefits, for up to ten (10) school days to appear in court as a witness, other than as a litigant, or to respond to an official order from duly authorized government agencies, or to serve as a juror. The Employee is expected to notify the School promptly upon receipt of notice of a specific date of duty as a juror or a subpoenaed witness and to return to work whenever not required for duty as a juror or a subpoenaed witness and when it is concluded.

I. Religious Observance

Teachers shall be permitted to use sick days for religious holidays that are not-observed by the School. If an employee has no sick days available, additional religious observances may be granted as unpaid leave at the School's discretion.

Article 13 Maintenance of Benefits

During the term of this Agreement the School shall provide and maintain group health and welfare insurance and retirement benefits that are competitive with those benefits provided to New York City Board of Education employees including but not limited to the health insurance benefits provided through Group Health Incorporated (“GHI”), Health Insurance Plus (“HIP”), the UFT Welfare Fund, and the Teachers Retirement System (“TRS”).

Benefits described in this article are available to employees whose work week exceeds twenty (20) hours. The School is responsible for the full cost of the base GHI, HIP, and UFT Welfare Fund program for individual and family rates and employer obligations established by TRS.

A description of the health benefits currently provided through GHI and HIP is available at the following website:

http://www.nyc.gov/html/olr/downloads/pdf/healthb/full_spd.pdf.

A description of welfare benefits currently provided through the UFT Welfare Fund can be obtained here:

<http://www.uft.org/member/benefits/redappleinserv/>.

A description of the benefits currently provided by TRS is available at this website:

<http://www.trs.nyc.ny.us/>.

The terms and benefits provided to Employees on the date of ratification of this Agreement will continue unless they are changed as provided in this Agreement. The Union will be advised of any proposed material changes in Employee benefits or costs and no change shall be implemented without appropriate prior consultation and negotiation with the Union.

Article 14 **Union Security**

1. It shall be a condition of employment that every Employee who is a member of the Union in good standing as of the date of execution of this Agreement shall remain a member in good standing.

2. Those Employees who are not members on the date of execution of this Agreement shall become and remain members in good standing of the Union or may become an agency fee payer no later than thirty (30) days following the date of execution of this Agreement.

3. After the date of execution of this Agreement every newly hired Employee will become a member of the Union within thirty (30) days after the date of employment and thereafter will remain a member in good standing or may become an agency fee payer in accordance with applicable law. In such cases the procedures herein applicable to Union dues shall apply with full force and effect to agency fees.

4. “Good standing” for the purpose of this Article shall mean the payment or tender of periodic dues, uniformly required as a condition of membership, to the Union.

5. The School shall provide suitable space for a bulletin board for the posting of official Union notices and information. Union representatives shall have access to, and shall be permitted to communicate with Employees through Employee mailboxes, bulletin board, and School email accounts. As much as practicable, communication shall be made electronically (e.g. via email).

6. Union chapter meetings may be held on School premises at and for reasonable times during non-working hours and during lunch periods. As much as practicable, the Union chapter will notify the School of such meetings prior to their occurrence.

7. Any authorized Union representative (“Representative”) shall have the right of access to the School facilities including Employee mailboxes and Union bulletin boards. Upon arriving at the School, the Representative shall notify the administration of his or 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, preparation or non-teaching periods.

8. There shall be monthly consultations between the Union chapter’s duly elected representative (the “Chapter Leader”) and the Principal.

9. Copies of all School-wide memoranda, directives, or Board policy shall be sent to the Union’s Chapter Leader.

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10. The School's UFT Chapter Leader and the School's UFT Chapter Delegate shall be released, without any diminution in compensation, up to ten (10) times combined for each school year at a time of day that allows for travel to and attendance at the UFT Delegate Assembly. The Chapter Leader shall inform the School of the schedule of Delegate Assemblies at the beginning of the school year.

Article 15 Payroll Deduction of Union Dues

1. Upon receipt of authorization from an Employee, the Union will transmit notice of receipt of the authorization to the School and the School will, pursuant to such authorization, deduct from the wages or salary due the Employee in each pay period the regular dues set by the Union. The School will honor individual written authorizations for the deduction of Union dues in accordance with their terms; including authorizations stating that they are irrevocable until the following June 30 and automatically renewable for another year unless written notice is given to the Union and/or School.

2. The School shall deduct from the wage or salary of Employees in the bargaining unit who are not members of the UFT the amount equivalent to the dues levied by the UFT and shall transmit the sum so deducted to the UFT, in accordance with Section 208(3)(b) of Article 14 of the Civil Service Law. The UFT affirms it has adopted such procedure for refund of agency shop deduction as required in Section 208(3)(b) of Article 14 of the Civil Service Law. This provision for agency fee deduction shall continue in effect so long as the UFT establishes and maintains such procedure.

3. The Union shall refund to the Employees any agency shop fees wrongfully deducted and transmitted to the Union.

4. The agency shop fee deductions shall be made following the same procedures as applicable for dues check-off, except as otherwise mandated by law.

5. By the twentieth (20th) day of each month, the School shall remit to the Union all deductions for dues or agency fees made from the salary of Employees for the preceding month.

6. The Union shall furnish the School with a record of those Employees that have executed written authorizations.

7. The School shall furnish the Union with a record, in a format acceptable to the Union, of those for whom deductions have been made and the amounts of the deduction.

8. The School shall ensure that any payroll system used can fully accommodate the deduction of dues and/or the amount equivalent to the dues levied by the UFT in accordance with Section 208(3)(b) of Article 14 of the Civil Service Law.

9. The School will arrange for voluntary payroll deduction contributions for federal political contests in accordance with Title 2, Section 441b of the U.S. Code.

10. The School shall permit Employees to authorize payroll deductions to voluntarily purchase benefits administered by the New York State United Teachers (NYSUT).

Article 16
Reduction in Force and Recall

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 bargain 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.

Article 17
No Strike – No Lockout

There shall be no strike by Employees or lockout by the School during the term of this Agreement.

Article 18
Conformity to Law

Should any provision of this Agreement be or become contrary to law such provision shall not be performed or enforced except to the extent allowable by law, and the Parties shall seek to negotiate a substitute provision to comply with the law while preserving the original intent of the provision. All other provisions of the Agreement shall continue in full force and effect.

Article 19
Anti-Discrimination

The school shall not discriminate against any Employee on the basis of race, creed, color, national origin, sex, marital status, sexual orientation, handicapping condition, age or membership or participation in, or association with the activities of, any employee organization.

The School will comply with all applicable City of New York, State of New York, and federal law regarding discrimination and will maintain a comprehensive process to ensure any employee with a complaint or concern may bring such matters to the School's attention for resolution. However, nothing in this Article shall constitute a waiver of a Bargaining Unit Member's rights to bring a discrimination claim to an appropriate government agency, or in a court of competent jurisdiction.

Article 20 **Safety**

The School shall provide a safe environment consistent with all legal requirements. To this purpose, UPCHS is charged with the responsibility of maintaining security, health and safety at the School. Specifically, the School shall assume the responsibility to investigate all conditions which are reported to be unsafe, hazardous, unhealthy, or potentially dangerous and shall take necessary steps to have the conditions remedied.

The Union and the Board shall establish a joint Safety Committee which shall meet on a regular basis but no less than once a semester, to discuss and consider appropriate means of maintaining a safe and healthy work environment. The Committee and any experts it may designate will have access to the School for the purpose of investigating and assessing the safety of the School. Such visits may be made upon reasonable notice to the School in any manner that minimizes disruption to the School.

The School shall develop, in collaboration with the Union, parents and students, the School's Safety Agents and representatives from all other schools located in the same building, a comprehensive safety plan, subject to Board approval. The safety plan shall be updated annually by the Safety Committee. Reports of any safety incidents shall be shared with the Chapter Leader as soon as practicable.

Employees shall be responsible to report to the School in writing any unsafe, hazardous, unhealthy, or potentially dangerous working condition. A response will be provided to the Employee within a time frame which reflects the urgency of the concern but in no event later than ten (10) school days. When complaints or reports of an urgent manner related to safety are brought to the Principal's attention, such reports shall be immediately addressed in accordance with the building-wide safety plan and, as appropriate, in conjunction with the School's Safety Agents.

The School shall maintain visitor protocols to ensure a safe environment.

Employees will be prohibited from driving students in their personal vehicles, and Employees assume liability for their own vehicles.

Unit members shall immediately report cases of assault or threatened assault suffered in connection with their employment to the School and to local law enforcement. The School or designee shall comply with any reasonable request from the Employee for information in the possession of the School relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the Employee, local law enforcement and the courts.

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Article 21 Duration

This Agreement, except as otherwise stated, shall be effective from September 1, 2017 to September 30, 2021.

Article 22 Amendment

This Agreement may be amended only by written agreement signed by the Parties.

Notice pursuant to N.Y. Civil Service Law § 204-a

It is agreed by and between the Parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

For the Board of Trustees of
University Prep Charter School

For the United Federation of Teachers

Steve Barr, Chairman

Michael Mulgrew, President

Date

Date

UNIVERSITY PREP – UFT COLLECTIVE BARGAINING AGREEMENT

Appendix A: Salaries

The School will place Teachers on the applicable salary schedule based on the Teachers' total years of teaching experience and educational achievement. All other Employees will be placed on the applicable salary schedule based on their related experience and educational achievement (if applicable).

<u>Experience</u>	<u>Step</u>
None	1
Completed one but less than two years	2
Completed one year but less than one and a half years	2a
Completed one and a half but less than two years	2b
Completed two but less than three years	3
Completed two years but less than two and a half years	3a
Completed two and a half but less than three years	3b
Completed three but less than four years	4
Completed three years but less than three and a half years	4a
Completed three and a half but less than four years	4b
Completed four but less than five years	5
Completed four but less than four and a half years	5a
Completed four and a half but less than five years	5b
Completed five but less than five and a half years	6a
Completed five and a half but less than six years	6b
Completed six but less than six and a half years	7a
Completed six and a half but less than seven years	7b
Completed seven but less than seven and a half years	8a
Completed seven and a half but less than ten years	8b
Completed ten but less than thirteen years	11
Completed thirteen but less than fifteen years	14
Completed fifteen but less than eighteen years	16
Completed eighteen but less than twenty years	19
Completed twenty but less than twenty-two years	21
Completed twenty-two years	23

The date an employee starts employment at UPCHS is the employees "anniversary date." Employees move up to the next a or b step on March 1 of each year and on their anniversary date each year so they move two steps a year until they reach step 8b. After reaching step 8b, the top of the salary step schedule, employees receive increments after completing the applicable number of years of experience.

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Employees are placed in column I, II, or III of the salary schedule based on their level of applicable educational achievement as follows:

Initial NYS Teaching Certificate	Column I
Transitional NYS Teaching Certificate	Column I
Bachelor's Degree with major in the subject area being taught	Column I
Bachelor's Degree and pass content specialty exam in the subject area being taught	Column I
Permanent NYS Teaching Certificate in the subject area being taught	Column II
Valid Professional NYS Teaching Certificate in the subject area being taught	Column II
Permanent NYS Teaching Certificate in the subject area being taught plus 30 credits	Column III
Valid Professional NYS Teaching Certificate in the subject area being taught plus 30 credits	Column III

Employees move to a higher column upon completion of the requirement for the higher column.

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Appendix A: Salaries

Teachers

Effective September 1, 2017			
Step	I	II	III
1	59026	66670	74313
2	62792	70435	78078
3	63311	70955	78598
4	64229	71873	79516
5	65019	72663	80306
6A	67170	74814	82457
6B	68378	76022	83665
7A	70173	77817	85459
7B	74375	82019	89662
8A	78309	85954	93597
8B	82978	90622	98266
11	86982	94626	102269
14	89708	97352	104995
16	95463	103106	110749
19	96972	104616	112259
21	108137	115781	123424
23	114419	122063	129707

Effective September 1, 2018			
Step	I	II	III
1	60206	68003	75799
2	64048	71844	79640
3	64577	72374	80169
4	65514	73310	81106
5	66320	74116	81912
6A	68514	76311	84106
6B	69746	77542	85338
7A	71576	79373	87169
7B	75863	83660	91455
8A	79875	87673	95469
8B	84638	92435	100231
11	88722	96518	104314
14	91502	99299	107095
16	97372	105168	112964
19	98911	106708	114504
21	110300	118097	125892
23	116707	124504	132301

Effective September 1, 2019			
Step	I	II	III
1	61411	69363	77315
2	65328	73281	81233
3	65869	73821	81773
4	66824	74776	82728
5	67646	75599	83550
6A	69884	77837	85788
6B	71140	79093	87045
7A	73008	80960	88912
7B	77380	85333	93284
8A	81473	89426	97378
8B	86331	94283	102236
11	90496	98449	106400
14	93333	101285	109237
16	99319	107272	115223
19	100890	108842	116794
21	112506	120459	128410
23	119042	126994	134947

Effective September 1, 2020			
Step	I	II	III
1	62639	70750	78861
2	66635	74747	82857
3	67186	75298	83408
4	68160	76272	84383
5	68999	77111	85221
6A	71282	79394	87504
6B	72563	80675	88786
7A	74468	82580	90690
7B	78928	87039	95150
8A	83102	91215	99326
8B	88057	96169	104281
11	92306	100418	108528
14	95199	103311	111421
16	101306	109417	117528
19	102907	111019	119130
21	114756	122868	130978
23	121422	129534	137646

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School Counselor Requirements:

Column I	NYS Provisional Certificate, School Counselor
Column II	NYS Permanent Certificate, School Counselor

Effective September 1, 2017		
Step	I	II
1	66359	74117
2	70508	78266
3	71008	78767
4	71918	79676
5A	73160	80917
5B	75396	83155
6A	78671	86428
6B	80927	88685
7A	82859	90617
7B	89062	96820
8A	92722	100480
8B	97310	105068
11	101400	109158
14	102518	110276
16	106879	114637
19	108681	116439
21	119117	126875
23	125581	133339

Effective September 1, 2018		
Step	I	II
1	67686	75599
2	71918	79831
3	72429	80342
4	72637	80473
5A	74623	82535
5B	76904	84818
6A	80244	88156
6B	82546	90459
7A	84516	92429
7B	90844	98757
8A	94576	102490
8B	99256	107169
11	103428	111341
14	104568	112482
16	109017	116930
19	110855	118768
21	121500	129413
23	128093	136006

Effective September 1, 2019		
Step	I	II
1	69039	77111
2	73356	81428
3	73877	81949
4	73364	81278
5A	76115	84186
5B	78442	86514
6A	81849	89920
6B	84197	92268
7A	86206	94278
7B	92660	100732
8A	96468	104540
8B	101241	109313
11	105497	113568
14	106660	114731
16	111197	119269
19	113072	121144
21	123930	132001
23	130655	138726

Effective September 1, 2020		
Step	I	II
1	70420	78653
2	74823	83056
3	75355	83588
4	74097	82091
5A	77638	85870
5B	80011	88244
6A	83486	91718
6B	85880	94113
7A	87930	96164
7B	94514	102747
8A	98397	106630
8B	103266	111499
11	107607	115840
14	108793	117026
16	113421	121654
19	115333	123566
21	126408	134641
23	133268	141501

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Teacher Assistants and School Secretaries/Operations Associates

Effective September 1, 2017	
1st year	34151
With one year experience	44778
5 year longevity	648
15 year longevity	2056

Effective September 1, 2018	
1st year	34834
With one year experience	45673
5 year longevity	661
15 year longevity	2098

Effective September 1, 2019	
1st year	35531
With one year experience	46587
5 year longevity	674
15 year longevity	2140

Effective September 1, 2020	
1st year	36242
With one year experience	47519
5 year longevity	688
15 year longevity	2182

School Assistants

Effective September 1, 2017	25821
Effective September 1, 2018	26337
Effective September 1, 2019	26863
Effective September 1, 2020	27400

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School Secretaries/Operations Assistant/Office Manager/Office Leads/Operations Lead

Column I	Associates Degree
Column II	Bachelor's Degree
Column III	Bachelor's Degree plus 30 credits in Business Administration or related coursework

Effective September 1, 2017			
Step	I	II	III
1	52982	56888	57624
2A	56818	60724	61460
2B	57729	61635	62370
3A	58649	62555	63290
3B	60376	64282	65017
4A	61362	65268	66003
4B	62354	66260	66995
5A	63365	67270	68006
5B	65239	69145	69880
6A	67508	71414	72150
6B	68578	72484	73219
7A	69649	73555	74291
7B	70716	74622	75357
8A	73391	77297	78033
8B	76337	80243	80979
11	80471	84378	85112
14	81771	85677	86411
16	85815	89721	90456
19	87629	91536	92271
21	95459	99365	100101
23	100572	104478	105213

Effective September 1, 2018			
Step	I	II	III
1	54042	58026	58776
2A	57954	61938	62689
2B	58883	62867	63618
3A	59822	63806	64556
3B	61583	65567	66317
4A	62589	66573	67323
4B	63601	67585	68335
5A	64632	68616	69366
5B	66543	70527	71278
6A	68859	72843	73593
6B	69949	73933	74684
7A	71042	75026	75777
7B	72130	76114	76864
8A	74859	78843	79594
8B	77864	81848	82598
11	82080	86065	86814
14	83406	87390	88140
16	87531	91515	92265
19	89382	93367	94116
21	97369	101353	102103
23	102583	106567	107318

Effective September 1, 2019			
Step	I	II	III
1	55123	59186	59952
2A	59113	63177	63942
2B	60061	64125	64890
3A	61018	65082	65847
3B	62815	66878	67644
4A	63841	67904	68670
4B	64873	68937	69702
5A	65924	69988	70753
5B	67874	71938	72703
6A	70236	74299	75065
6B	71348	75412	76177
7A	72463	76527	77292
7B	73573	77636	78402
8A	76356	80420	81185
8B	79421	83485	84250
11	83722	87786	88551
14	85074	89138	89902
16	89282	93345	94111
19	91169	95234	95998
21	99316	103380	104145
23	104635	108699	109464

Effective September 1, 2020			
Step	I	II	III
1	56225	60370	61151
2A	60296	64441	65221
2B	61262	65407	66188
3A	62239	66384	67164
3B	64071	68216	68997
4A	65117	69262	70043
4B	66170	70315	71096
5A	67243	71388	72169
5B	69232	73377	74157
6A	71640	75785	76566
6B	72775	76920	77701
7A	73912	78057	78838
7B	75044	79189	79970
8A	77884	82029	82809
8B	81010	85154	85935
11	85396	89542	90322
14	86776	90921	91700
16	91067	95212	95993
19	92993	97139	97918
21	101302	105447	106228
23	106728	110873	111653

Exhibit A:

School Secretaries/Operations Leads Responsibilities

- Prepare campus for start-up/new school year; responsibilities include: ordering furniture, equipment, and classroom supplies and ensuring school services (i.e. student food services, student transportation services)
- Work with the School Secretaries/Office Leads to manage and record new student enrollment and discharges at the campus
- Manage supply requests throughout the school year and, receive and distribute/store classroom, office and workroom materials and supplies, maintaining accurate records of all transactions
- Prepare all purchase orders
- Maintain ongoing inventory of orders and supplies and process packing slips
- Prepare and process field and college trip requests
- Maintain school web site content in collaboration with Director of Operations
- Assist in writing, translating (if bilingual), publication, and distribution of communication to families
- Plan and coordinate arrangements for school events and community activities
- Support Director of Operations in monitoring DOE, NYSED CSI and Special Projects accountability timelines and coordinate timely completion of relevant administrative/clerical tasks.
- Collect and monitor student data preparing reports as needed for special projects (i.e., after school program, summer school, Saturday Academy,.).
- Coordinate the lottery and student enrollment
- Respond to staff facility repair requests
- Contact vendors, when needed, for repairs, status updates on orders
- Coordinate student recruitment
- Liaise between staff and Charter Technology Solutions when support services are required
- Contact vendors for maintenance of office equipment (printers, copiers, etc.)
- Create *Requests for Extended Use of School Building (CPS)*
- Support the Director of Operations in processing new hires and ensuring that employee records are properly maintained and updated
- Assist the Director of Operations with the management and collection of timesheets for bi-weekly payroll run

Exhibit B:

School Secretaries/Operations Associates Responsibilities

- Ensure that supplies in shared spaces, such as the staff room, conference room and main office, are consistently in stock
- Regularly monitor and report issues relating to school equipment and check school's equipment for operability (including copiers, printers, fax, laminator, poster maker, coffee maker, microwaves, water cooler, and refrigerator). Replace consumables for aforementioned school equipment
- Maintain orderly supply closets for general school supplies and instructional supplies; regularly inventory supplies
- Fulfills staff requests for instructional materials in collaboration with School Secretary/Operations Lead
- Call all families of absent, late, and detention students, remind teachers to enter attendance, verify accurate attendance in PowerSchool every period, and enter attendance in ATS
- Produce student attendance, lateness and detention reports
- Communicate with the Principal and Assistant Principals daily
- Attend all required staff and team meetings and individual meetings with the Assistant Principal of Operations within the regular work day. Individual meetings with the Assistant Principal of Operations shall not exceed more than thirty (30) minutes per week in total.
- Actively monitor and assist with student breakfast and lunch in the cafeteria
- Assist in the collection of students for detentions
- Actively monitor students during detentions, dismissals, fire drills, and emergency situations
- Write health clinic/nurses passes for students and escort students to school based health clinic whenever necessary
- Chaperone students on field trips and during student emergencies
- Monitor checkout process for student laptop carts, review laptop cart damage reports from teachers, conduct inventory and review of student laptops, and support School Secretary/Operations Lead with facilitating repairs, if requested
- Assist Assistant Principal of Operations and School Secretary/Operations Lead with data requests and data entry projects. For example: student lateness counts, tallying students discipline information, student enrollment mailing list, and other data tasks as needed. Any additional tasks that require support, appropriate training and guidance will be provided.
- Support the School Secretary/Operations Lead, School Secretary/Office Lead and Administration with assembly, distribution and collection of student/family materials (including progress reports, report cards, MetroCards, and other school mailings and documents)
- Check mail daily, sign for school packages and deliveries, confirm delivered items against packing slips, and distribute mail and packages
- Assist Assistant Principal of Operations and School Secretaries/Operations Leads with special projects throughout the year, such as: summer inventory, school year startup, scholar enrollment, assemblies, and mid-year and end of year closeouts
- Support Assistant Principals with testing procedures (including preparation of pencils, calculators, and other testing materials, assembling test bins, hallway and bathroom monitoring and proctor relief in test locations)
