

AGREEMENT BETWEEN

ACADEMY URBAN LEADERSHIP EDUCATION ASSOCIATION

AND THE

ACADEMY FOR URBAN LEADERSHIP CHARTER SCHOOL

JULY 1, 2022 THROUGH JUNE 30, 2026

Prepared by:

Lenox Law Firm

136 Franklin Corner Road, Unit 2B

Lawrenceville, New Jersey 08648

(609)896-2000

TABLE OF CONTENTS

ARTICLE I Recognition 3

ARTICLE II Negotiation of Successor Agreement 4

ARTICLE III Grievance Procedure 5

ARTICLE IV Employment Procedures. 8

ARTICLE V Employee Rights and Privileges. 9

ARTICLE VI Association Rights. 9

ARTICLE VII Seniority 10

ARTICLE VIII Job Posting Procedures. 10

ARTICLE IX Personnel File 12

ARTICLE X Sick Leave. 12

ARTICLE XI Temporary Leaves of Absence 13

ARTICLE XII Family and Medical Leaves of Absence 14

ARTICLE XIII Unpaid Leaves of Absence. 14

ARTICLE XIV Protection of Employees 15

ARTICLE XV Health & Safety/Facilities & Equipment. 15

ARTICLE XVI Extracurricular Activities 16

ARTICLE XVII Insurance Protection 17

ARTICLE XVIII Compensation 18

ARTICLE XIX Deductions from Salary. 18

ARTICLE XX Workplace Democracy Enhancement Act (WDEA). . . . 19

ARTICLE XXI Teaching Hours and Load. 21

ARTICLE XXII Mentor Teachers. 23

ARTICLE XXIII Employee Evaluation 24

ARTICLE XXIV Professional Dev./Educational Improvement . . . 29
ARTICLE XXV Miscellaneous Provisions 31
ARTICLE XXVI Duration of Agreement 32
APPENDIX A Compensation Plan 34
APPENDIX B Extracurricular Stipends41

PREAMBLE

The Agreement entered into this 10th day of May 20 23 by and between the Academy for Urban Leadership Charter School Board of Trustees, hereinafter called the "Board," and the Academy Urban Leadership Education Association, hereinafter called the "Association."

WITNESSETH

WHEREAS, the Board and Association have an obligation, pursuant to N.J.S.A. 34:13A-1 et seq. to negotiate with respect to the negotiable terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement;

THEREFORE, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I - RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and negotiable terms and conditions of employment for all regularly employed non-supervisory Department of Education certified employees including teachers, nurses, guidance counselors, and child study team members employed by the Academy for Urban Leadership Charter School but excluding: managerial executives, confidential employees and supervisors within the meaning of the Act; craft employees, police, casual employees, and all other employees employed by the Academy for Urban Leadership Charter High School.

B. Definitions

1. Unless otherwise indicated, the term "employee," when used in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as defined in Article I, Section A.

2. Unless otherwise indicated, the term "teacher," when used in this Agreement shall refer to all those employees appropriately certificated by the State Board of Examiners.

3. The term "he" shall refer to both males and females.

4. The term "spouse" shall refer to domestic partners, married partners, and civil union partners as defined by the laws of the State of New Jersey.

ARTICLE II - NEGOTIATION OF SUCCESSOR AGREEMENT

A. Not later than 120 days prior to the submission of the budget, the parties agree to initiate negotiations over a successor Agreement in accordance with the procedure set forth herein in a good-faith effort to reach continuing agreement on salaries and other terms and conditions of employment. Any Agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing, ratified, and signed by all the parties.

B. Whenever members of the bargaining unit are mutually scheduled by the parties hereto to participate during working hours in conferences, hearings, meetings, or in negotiations regarding the collective bargaining agreement, they will suffer no loss in pay.

C. This Agreement shall not be modified in whole, or in part, by the parties except by an instrument in writing duly executed by both parties.

D. The Board agrees not to negotiate concerning employees in the negotiating unit as defined in the Recognition Article of this Agreement with any organization other than the Association for the duration of this Agreement.

E. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any employee benefit existing prior to its effective date.

F. It is agreed that during the negotiations leading to the execution of this Agreement, the parties have had full opportunity

to submit all items appropriate to collective negotiations; and that this Agreement incorporates their full and complete understanding, superseding and invalidating all previous commitments of any kind, oral or written, past practices, existing conditions, and all prior Association rights and benefits not specifically incorporated herein.

ARTICLE III - GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a claim by an employee, employees, or the Association based upon an alleged improper interpretation, application, or violation of this Agreement.

2. The term "grievant" shall refer to the employee or employees or the Association making the claim on behalf of the employee or group of employees or the Association itself.

B. Purpose and Guidelines

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to problems, which may from time to time arise regarding violations of this Agreement. Both parties agree that proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Any grievance must be initiated within twenty (20) calendar days of the occurrence of the event or when the grievant knew or should have known of the existence of the grievance. Failure to adhere to this time limit is an absolute bar to its filing.

3. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decisions rendered at that step and shall be deemed to constitute an abandonment of the grievance.

4. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided such adjustment is not inconsistent with the terms of this Agreement.

C. Procedure

1. Level One - Attempt To Resolve The Matter Informally - The grievant or the Association's designated representative shall first notify the Chief Building Administrator of the grievance within twenty (20) days of the alleged occurrence of the underlying event. A discussion of the grievance shall occur with the Chief Building Administrator, either directly or with the Association's designated representative, with the objective of resolving the matter informally.

2. Level Two - If the grievant is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within 10 calendar days after the initiation of the grievance at Level One, the grievance will be reduced to writing and presented to the Principal. In no event shall the written Level 2 grievance be filed with the Principal later than thirty (30) days from the date of the alleged occurrence of the underlying event.

3. Level Three - If the grievant is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within 10 calendar days after the grievance was delivered to the Principal, the grievance will be submitted to the Lead Person.

4. Level Four - If the grievant is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within 10 calendar days after the grievance was delivered to the Lead Person, the grievance will be submitted to the Board, through delivery to the Board Secretary and the grievance will be discussed at its next meeting; however, if delivery to the Board Secretary is within five calendar days, the Board may discuss the grievance at the next following meeting.

5. Level Five - If the Association is not satisfied with the disposition of the grievance at Level Four, or if no decision has been rendered within 10 calendar days after a discussion with the Board at a regular monthly meeting, the Association may submit the grievance to arbitration by filing with the Public Employment Relations Commission and the rules of such agency shall apply.

D. Authority of the Arbitrator

1. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

2. In the event that the procedural arbitrability of a grievance under this arbitration procedure is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator. Nothing herein shall preclude the Board from filing a scope of negotiations petition on any issue it asserts is non-negotiable.

3. The arbitrator shall be limited to the issues submitted to him/her and will not add to or subtract from or modify the terms of the Agreement.

E. Costs

1. The costs for the services of the arbitrator, including per diem expenses, if any, and the cost of the hearing room, if any, shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

F. Location

1. The parties will arrange to have arbitration proceedings at mutually agreed upon sites.

G. Representation

1. Any grievant may represent himself/herself through Level One of this procedure. Only the Association may process grievances through arbitration.

H. Reprisals

1. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

I. Miscellaneous

1. The number of days indicated at each level should be considered as a maximum and every effort shall be made to expedite the process. The time limits specified may, however, be extended by mutual written agreement between the Lead Person and the Association.

2. If the last day of a time period specified in this procedure falls on a Saturday, Sunday, or Holiday, the deadline shall be extended to the next following school day.

3. If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance, on behalf of the group or class of employees, in writing to the Lead Person directly and the processing of such grievance shall commence at Level Three.

4. All decisions rendered shall be in writing, setting forth the decision and the reasons therefore, and shall be transmitted to the grievant and the Association within the specified timeframes.

5. Any and all documents, communications, and records dealing with the grievance shall be kept in a separate grievance file. Grievance documents shall not be kept in employee personnel files; however, a notice of any final disciplinary action shall be included in the personnel file.

6. Unless otherwise mutually agreed upon, all meetings and hearings under this procedure shall not be conducted in public.

ARTICLE IV - EMPLOYMENT PROCEDURES

A. Salary Scale Placement Upon Initial Employment

1. New hire salary placement shall be implemented in accordance with the New Hire Salary Placement Scale and the negotiated terms and conditions related to the Scale as set forth in Article XIX (Compensation) and Appendix A. Teachers, pursuant to N.J.S.A. 18A:29-11, are entitled to salary credit for military service for up to four (4) years. Credit on the New Hire Salary Placement Scale, may be granted by the Board in its discretion for up to two (2) years for service in Peace Corps, VISTA, Americorps, Teach America, or other such government-sanctioned programs.

B. Association Notification

1. The Lead Person shall notify the Association in writing of the name, address, education, certificates, licenses, salary, salary placement and the reasons for the placement, for each new employee within ten (10) business days of the Board approval of an employee's hire.

C. Termination

1. Any employee resigning from his/her position shall give sixty (60) days' notice, but may, upon request, be released by the Board, prior to the expiration of that time period in accordance with N.J.S.A. 18A:28-8.

ARTICLE V - EMPLOYEE RIGHTS AND PRIVILEGES

A. No employee shall be disciplined, reprimanded, or reduced in rank without just cause. Any such action shall be subject to binding arbitration.

B. Any employee suspended pending charges shall be with pay, unless otherwise permitted by law.

C. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

ARTICLE VI - ASSOCIATION RIGHTS

A. Information to Association - Upon request, the Board shall provide the Association with all information including but not limited to budgetary, financial, and personnel records that the Association has determined are necessary to negotiate and enforce the collective bargaining agreement.

B. Release Time for Association Business - Whenever any Representative of the Association, or any employee, is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, hearings, conferences, and/or meetings, he shall suffer no loss in pay.

C. Use of School Buildings - Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations and obligations, and provided that prior notice is provided to, and approval received from, the Lead Person. Approval shall not be unreasonably withheld by the Lead Person.

D. Mail Facilities, Mail Boxes and Electronic Mail - The Association shall have the right to use the school mailboxes and email system to communicate with negotiations unit members. The use of the email system is subject to any electronic use policies in place by the Board.

E. Exclusivity - The rights and privileges of the Association and its Representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees and to no other organizations.

ARTICLE VII - SENIORITY

A. Seniority - Seniority shall be defined in accordance with the Career Ladder (Appendix 1) which takes into account credentials, experience, as well as continuous service in district. In order from least senior to most, teachers are categorized as "Novice", "Associate", "Mid-Level Master", "Master Teacher", and "Teacher Leader".

B. Reduction in Force - A seniority list shall be provided to the Association by November 1 annually and at the time of a Reduction in Force (RIF). The seniority list shall include the names of all bargaining unit employees, their date of hire, and certification(s). In the event of a RIF, an employee who is in the least senior teaching category in the department being reduced will be laid off. For purposes of a RIF, any tenured employee will be deemed as having seniority over any non-tenured employee within a department. In the event that there are multiple employees in the least senior teaching category at the time of RIF and all employees are substantially equal, then the newest employee hired by the impacted department will be laid off.

ARTICLE VIII - JOB POSTING PROCEDURES

A. All unit vacancies shall be adequately publicized by the Lead Person in accordance with the following procedure:

1. A notice shall be posted at each worksite and on the employer's web site as far in advance as practicable, but no less than ten (10) workdays before the final date when applications must be submitted. A copy of said notice shall be given to the Association at the time of posting.

2. Employees who desire to apply for such vacancies shall submit their applications in writing via the district's approved method of submittal to the Lead Person or designee within the time limit specified in the notice, and the Lead Person or designee shall acknowledge promptly in writing the receipt of all such applications.

3. During the summer vacation period, the Lead Person or designee shall notify all employees of any vacancies, new positions, or

promotional opportunities by posting the job vacancy/opportunity to the "Front Line" job listing page, and by emailing all employees notice of the posting at their AUL email address. A copy of said notice shall also be sent to the Association. Such notice shall be sent as far in advance as practicable, but no less than ten (10) calendar days before the final date when applications must be submitted.

4. The qualifications for any vacancy position, its duties, and the rate of compensation shall be clearly set forth.

5. Position Openings for Coaches

a. No later than 30 days prior to the start of the sports season (i.e. fall, winter, spring), the Board shall deliver to the Association, and post in each school building, a list of known coaching vacancies which shall occur during the upcoming season.

b. Such posting shall include the title of the coaching position being vacated, the stipend offered, and the qualifications necessary. Such posting shall be in accordance with all provisions of the Agreement.

B. Procedures for filling all extracurricular positions:

1. All vacancies in extracurricular positions shall be publicized by the Lead Person or designee in accordance with the procedure outlined in Section A of this article.

2. All qualified employees shall be given an opportunity to apply and no position shall be filled until all properly submitted applications have been considered.

a. The Board agrees to give due consideration to the professional background, attainments, and other relevant factors of all applicants.

b. In filling such vacancies, when all other factors are substantially equal, seniority in the district shall be the deciding factor.

c. Announcements of appointments shall be made by posting a list in the office of the central administration and at each worksite.

d. The list shall be given to the Association and shall indicate which positions have been filled and by whom.

3. Positions will be open to all qualified applicants, including those not currently employed by the Board.

4. If after having made every effort, the Board is unable to employ a qualified person in accordance with the procedures set forth herein, the Board may assign a qualified employee from within the district. In district Employees shall not be involuntarily assigned to extracurricular positions for more than one (1) season for a sport and 90 days for all other extracurricular activities. Any such involuntary assignment shall be made on the basis of reverse seniority among the pool of qualified personnel.

ARTICLE IX - PERSONNEL FILE

A. Personnel files are categorized into two types-general personnel files and employee health files. Employee health files contain any medically related information which the employee may provide to the Board during the course of employment, including doctor's notes, disability or workers' compensation requests, physical or other medical exam results, etc. Access to employee health files is strictly limited to a need-to-know basis. Personnel files contain all other non-medical, work related materials, including but not limited to applications, certifications, licensure, recommendations, performance evaluations, commendations, disciplinary forms, and payroll information.

B. Upon prior written request to the Lead Person, an employee may review his/her personnel file, with the exception of confidential recommendations which were submitted upon employment with the district. Employees may not remove any documents from the file except as may be provided by law. Employees may submit documents, such as letters of commendation, to the Lead Person for his/her consideration for inclusion in the employee's personnel file.

ARTICLE X - SICK LEAVE

A. Effective upon the first day of the school year, returning employees and all new hires beginning at the start of the school year are entitled to ten (10) sick leave days, which will accrue and be added to the employee's prior sick leave accrual, if any, on his/her first day of work for the school year.

B. During the initial year of employment, all staff that were hired and/or began working with the school after the start of the school year, shall have their sick leave accruing at the rate one (1) day per month. This accrual is not meant to preclude employees

from taking more than one (1) day per month if they are sick; rather, it is designed to provide employees a pro-rata amount of sick days where employees work less than a full school year. For example, an employee hired in January will be pro-rated to six (6) sick days for the partial year.

C. The following provisions apply to all employees:

1. All unused sick leave days shall be accumulated from year to year with no maximum limit.

2. Sick Leave is for sickness within the normal school year, and when employees are out for more than two (2) consecutive days or ten (10) days in a three (3) month period, a doctor's note must be provided, upon request by the School on the third day, and as requested if the illness is prolonged. Any teacher that has submitted a letter of resignation and is working under a 60-day notice provision, must provide a doctor's note for any absence.

3. Unused sick days are not paid in the event of resignation, termination, retirement, or non-renewal.\

4. Any employee who is absent for more than his/her number of available sick days may receive a per diem reduction in their pay for each additional day of absence and may be subject to discipline up to and including termination.

ARTICLE XI- TEMPORARY LEAVES OF ABSENCE

A. Time off with pay shall be granted to the employee for jury duty, if required by law to attend.

B. Up to five (5) days shall be granted in the event of the death of immediate family members (spouse, child, son-in-law, daughter-in-law, parent, father in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law) and any other member of the immediate household. Such leave will commence no later than three (3) days after the date of death, unless the employee provides documentation that the funeral services are to take place at a later date.

C. In addition to the leaves granted above and in other articles of this Agreement, each employee shall be entitled to one (1) day to allow the employee to accompany one's spouse, or children to routine medical or dental appointments or other professional services related to the care of the spouse or child. A note indicating that the employee was present shall be provided to the

Lead Person or his/her designee within three (3) days of the appointment.

D. Personal leave days do not require that a reason be given. Effective upon the first day of the school year, employees are entitled three (3) personal days during the school year. Employees three (3) personal leave days will accrue on the first of day of the school year. During the initial year of employment, if employees were hired and/or began working with the school after December 1st of the school year, their personal leave shall be prorated at two (2) personal days for the partial school year, and after April 1st, to one (1) personal day for the partial school year.

ARTICLE XII - FAMILY AND MEDICAL LEAVES OF ABSENCE

A. Employees are entitled to leaves of absence in accordance with the Federal Family and Medical Leave Act (FMLA) and the New Jersey Family Leave Act (NJFLA) for qualifying reasons under the respective laws.

ARTICLE XIII - UNPAID LEAVES OF ABSENCE

A. A leave of absence without pay of up to one (1) full school year may be granted by the Board to any employee who joins the Peace Corps, VISTA, AmeriCorps, National Teacher Corps, or serves as an exchange teacher or overseas teacher or some other volunteer activity, and is a full-time participant in either of such programs, or accepts a Fulbright Scholarship.

B. A leave of absence without pay of up to one (1) full school year may be granted to any employee to teach in an accredited college or university.

C. The Board for good reason may grant requests for other leaves of absence with or without pay at its sole discretion.

D. All extensions or renewals and requests of leave shall be applied for and granted in writing.

E. All benefits to which an employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, and seniority rights shall be restored upon the employee's return and he/she shall be assigned to the same position which he/she held at the time said leave commenced, if available or, if not, to a substantially equivalent position.

F. No additional sick leave or other benefits shall accrue during an employee's leave of absence under this Article XIV.

ARTICLE XIV - PROTECTION OF EMPLOYEES

A. A certified school nurse or nurse under the supervision of a certified school nurse shall be scheduled to be in each building for the entire school day.

B. No employees, other than certified school nurses, shall be required to administer medicines and/or medical treatment, except in those cases in which the delegation of such duties to non-nursing personnel has been specifically authorized by law or regulation or as may be required in an emergency.

C. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal, immediate supervisor and school nurse.

1. Such notification shall be immediately forwarded to the Lead Person who shall comply with any lawful request from the employee for information relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the employee, the police, and the courts.

2. The affected employee shall be provided with a copy of the completed Violence and Vandalism forms required of the school district in accordance with the Public School Safety Law (N.J.S.A. 18A:17-46 through 48), as amended by P.L. 2010, c.122

D. The Board shall fully comply with all aspects of applicable Workers Compensation laws when employees are injured in the course of their employment.

E. When absence arises out of or from an assault and injury in the work place, an employee shall not forfeit any sick leave or personal leave.

ARTICLE XV - HEALTH & SAFETY/FACILITIES & EQUIPMENT

A. The Board and Association mutually agree that employees should not be required to work under unsafe or hazardous conditions. Any such conditions must be reported in writing at once for correction to the Lead Person or other responsible authority.

B. Whenever possible, renovations shall take place during hours when the school is not occupied. When not possible, all reasonable steps shall be taken to assure that employees are not exposed to any hazardous materials or substances, including relocation of employees to other areas of the building, substituting less toxic materials, sealing off the work area of the building, and other steps as may be required.

C. The Board makes efforts to safeguard its employees from any personal attack or other act of violence associated with their employment in the district. Employees shall immediately report to the Lead Person or his/her designee any incident of failure to follow safety procedures, all incidents of assault against, or accident by, them personally in connection with their employment, or against another which the employee witnessed.

D. The Board reviews, revises, and approved the Memorandum of Agreement LEA with the Perth Amboy Police and Fire Departments which encompasses all safety drills, evacuation plans, and responses to a wide variety of incidents. These plans shall be disseminated to staff within ten (10) business days of their approval by the Board.

ARTICLE XVI - EXTRACURRICULAR ACTIVITIES

A. Extracurricular activities include those activities not specified as part of the teaching and duty assignments scheduled in the regular work day, work week, or work year as defined in this Agreement or as established by past practice. Said extracurricular activities, and the compensation for same, are set forth in Appendix B attached hereto and incorporated herein by reference.

B. The stipend and other terms and conditions of employment for any extracurricular activities not currently set forth in Appendix B shall be subject to negotiations between the Board and the Association.

C. Employees shall be notified of a memorandum of understanding ("MOU") and stipend status in connection with any extracurricular activities assigned to the employee at least 14 calendar days prior to the start of the club term, when the status of the club is determined to be active by the Lead Person. Notification may occur at a later date if the status of a club is still being determined.

D. The individual MOUs to be issued for each extracurricular position shall be set forth in Appendix B of the Agreement. Each MOU shall include the dates of the extracurricular season, salary, and the dates on which each employee shall receive compensation. All extracurricular MOUs shall be subject to the terms of the collective bargaining agreement as set forth in Appendix B.

E. The Board agrees to officially adopt each MOU and notify each employee of such official action by presenting a copy of the MOU to each, duly signed and executed no later than 14 calendar days prior to the start of the club term with the same conditions as prescribed under Section C of this Article. Employees shall sign and return the MOU within seven (7) business days of receipt. Failure to return the MOU within this period shall be considered resignation.

F. Dates of Payment of Coach / Club Advisors' Salaries - Advisors/Coaches shall be paid, by separate check, at the conclusion of the sports season or club term.

ARTICLE XVII - INSURANCE PROTECTION

A. The employer shall provide health insurance benefits, prescription plan, and dental protection benefits to covered employees. The health insurance plan provided by the employer will continue to be the High Deductible Plan currently offered by Horizon (hereinafter the "Legacy Plan"). The employer reserves the right to change the insurance carrier as long as equal or better benefits are provided. Employees shall contribute to medical, prescription and dental benefits in accordance with the Chapter 78, P.L. 2011 contributions at the highest level (Year 4) specified percentage of the plan premiums for his/her corresponding salary range. Effective with the plan renewal on October 1, 2023, employee contributions under the Legacy Plan shall be 0.0% (no cost) for single coverage, and 50% of the current Chapter 78 contribution levels for all coverage above single (*i.e.*, employee/spouse, employee/child, family).

B. Effective with the plan renewal on October 1, 2023, the employer shall continue to offer the Legacy Plan and will also offer a private plan equivalent to the New Jersey Educators Health Plan in accordance with Chapter 44, P.L. 2020 (hereinafter the "Chapter 44 Plan"). Employee contribution levels under the Chapter 44 Plan shall be made in accordance with Chapter 44.

C. Employees shall be permitted to choose between the two plans offered by the employer, unless the governing law dictates that the employee is only eligible for one particular plan.

D. The parties acknowledge and agree that they have met, conferred, and negotiated over the implementation of a health plan in accordance with Chapter 44, and that the agreement of the parties set forth above satisfies their respective obligations for negotiations and implementation of a Chapter 44 plan under the governing law.

E. Notwithstanding the above, effective with the execution of this agreement, the employee may voluntarily elect in writing to waive all health insurance coverages outlined above and, in lieu thereof, shall receive an annual payment of two thousand five hundred dollars (\$2,500). Payment to the employee waiving such coverage shall be made at the conclusion of the fiscal year (June 30th) during which insurance was waived and is subject to applicable tax laws.

ARTICLE XVIII - COMPENSATION

For the term of this Agreement, employee compensation will be paid in accordance with the negotiated Compensation Plan set forth in Appendix A of this Agreement, which is incorporated by reference herein.

ARTICLE XIX - DEDUCTIONS FROM SALARY

A. The Board agrees to deduct from employees' salaries money for services and other programs as said employees individually and voluntarily authorize the Board to deduct, including Association Dues, as permitted by law, and to transmit the moneys within the legal time required for such deduction, to such agencies. Any employee may have such deductions discontinued at any time upon one full pay period written notice to the Board and the appropriate agency.

B. All employees shall be permitted to utilize the Automatic Payroll Deduction program for electronic transfer of funds for payroll disbursements. Monies shall be transferred to the employee's banking institution no later than the close of business on the regular pay day. If the bank selected by the employee cannot or will not accept the distributions, the Board will not be in violation of this provision.

C. All employees may individually elect to have any percent of their monthly salary deducted from their pay. These funds shall be deposited monthly into an account of their bank or credit union. The Board shall provide an authorization form to be completed by each participating employee. Once the percentage or dollar amount has been elected, and the repository for these funds has been chosen, there can be no changes made for the duration of the current school year.

D. Deferred Compensation Plans

1. The Board and the Association agree that employees shall have the right to utilize automatic payroll deduction for participation in tax-advantaged products under a 403(b) plan.

2. The Board shall adopt and make available to its employees a written Plan consistent with IRS regulations. The Plan shall include a listing of companies approved by the Board. The Plan shall include a Roth account for receipt of after-tax deposits that grow tax-free into retirement.

3. The Plan shall include all of the material provisions regarding eligibility, benefits, applicable limitations, and contracts available under the Plan, and the time and form under which benefits and distributions would be made.

4. The Board agrees that no administrative costs will be passed on to the employees.

5. Employees shall be provided with information regarding the various approved vendors, including contact information and investment vehicles. The vendors selected by the Board shall make available to employees in written form the investment vehicles they market with a clear breakdown of all fees, surrender penalties, and performance data.

6. Employees shall be responsible for their own investment choices, and the Board and the Association shall be held harmless from any risks associated with such employee selections.

ARTICLE XX - WORKPLACE DEMOCRACY ENHANCEMENT ACT (WDEA)

A. The parties agree to comply with the provisions of the Workplace Democracy Enhancement Act, N.J.S.A. 34:13A-5.11, et seq., as amended from time-to-time, and which currently provides:

The School shall provide to the Association access to all members and potential members of the negotiations units. Access to members of the Association and potential members (negotiations unit members) shall include, but not be limited to the following:

1. The Association shall have the right to meet with individual employees on the premises of the school during the work day to investigate and discuss grievances, workplace-related complaints, and other workplace issues;

2. The Association shall have the right to conduct worksite meetings during lunch and other non-work breaks, and before and after the workday, on workplace premises and to use district buildings and facilities to discuss workplace issues, collective negotiations, the administration of collective negotiations agreements, other matters related to the duties of the Association, and internal union matters involving the governance or business of the exclusive representative employee organization;

3. The Association shall have the right to meet with newly hired employees, without charge to the pay or leave time of the employees within thirty (30) calendar days from the date of hire, during new employee orientations, or if the employer does not conduct new employee orientations, at individual or group meetings. Meeting duration time is up to 90 minutes, in no cases less than 30 minutes, with final duration of time needed to be determined by the Association;

4. Within ten (10) calendar days from the date of hire of any employee, the school shall provide the following contact information to the Association in an Excel file format or similar delimited style file format that has manipulability and has been agreed to by the Association. It shall include: name, job title, worksite location, home address, work telephone numbers, and any home and personal cellular telephone numbers on file with the board, date of hire, and work email address and any personal email address on file with the board;

5. Beginning on January 1, 2019 and every one hundred and twenty (120) calendar days thereafter, the school shall provide the Association, in an Excel file or similar delimited style format that has manipulability agreed to by the Association, the following information for all employees: name, job title, worksite location, home address, work, home and personal cellular telephone numbers, date of hire, and work email address and personal email address on file with the board;

6. The home addresses, phone numbers, email addresses, date of birth, and negotiation units and groupings of employees, and the emails or other communications between employee organizations and their members, prospective members, and non-members, are not government records and are exempt from any disclosure requirements of P.L.1963, c.73 (C.47:1A-1 et seq.) The school shall not disclose employee information, except as outlined in (d) and (e) above;

7. The Association shall have the right to use the email systems of the board to communicate regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace-related complaints and issues, and internal union matters involving the governance or business of the union. Such communications shall be considered confidential.

ARTICLE XXI - TEACHING HOURS AND LOAD

A. Length of Year - The regular school year for certified employees shall not begin prior to September 1 and will not exceed June 30 of any given year. New Employee training may take place prior to September 1; however, no earlier than five (5) business days prior thereto. The regular school year will not exceed one-hundred ninety-two (192) days, which includes teaching/instructional days and professional development days. Instructional days shall not exceed one-hundred eighty-eight (188) days. There shall be no more than two (2) professional development days at the outset of the academic year (*i.e.*, prior to the start of instructional days), and no more than two (2) professional development and/or "close-out" days at the end of the school year (*i.e.*, following the last day that students report to school for the academic year). The limitation for two (2) professional development days at the outset of the academic year does not apply to new teacher orientation.

B. Length of Day - The regular work day for certificated employees shall not exceed eight (8) hours and ten (10) minutes. There shall be two (2) after school staff meetings per month. Additional meetings may be convened for emergency situations. On or about September 1st of each school year, the district shall transmit to each employee a list of all after school meeting dates. When employees are required to work beyond the contractual work day including in the evening, they shall be compensated pro-rata at their per diem rate. It is understood that there is no compensation required for evening obligations when the school is on a half day scheduled and employees are permitted to leave at

student dismissal and return for the evening obligation (*i.e.*, report card night, back-to-school night).

C. Duty-Free Lunch Period - Teachers shall have a daily duty-free lunch period which shall take place during student lunch hours. Teachers may leave the building during this time, but must clock in and clock out.

D. Planning Periods

1. Teachers shall have one (1) daily duty-free preparation period. In the event teachers are required to perform any teaching assignment during their single daily preparation period, they shall receive additional compensation of fifteen percent (15%) of their daily rate of pay. (daily rate of pay shall equal the teachers annual salary divided by 192).

2. Teachers shall be permitted to use their planning periods to develop written reports, documentation, or research educational records in preparation for eligibility or IEP meetings and shall be given an adequate amount of release time to complete the task. It is understood that this release time will be in addition to the teacher's daily planning time.

3. Teachers shall have one (1) Professional Learning Community ("PLC") period per day, which time shall be devoted to the objectives of the PLC.

4. Teachers who travel between work sites shall not receive a duty assignment.

E. Student Contact Periods

1. The daily workload related to student contact and instruction shall consist of: five (5) teaching periods; one (1) student supervision period; and student assistance/tutoring time from 3:00 p.m. to 4:00 p.m. each day. Teachers shall not be required to attend the student assistance/tutoring time hour on Mondays which are reserved for staff meetings and staff collaboration. Additionally, on Fridays, no more than four (4) teachers will be assigned to the student assistance/tutoring time hour. Friday assignments will be on a rotating basis among all teachers. Teachers who are asked to teach an additional sixth (6th) class shall be compensated at an additional fifteen percent (15%) of their annual salary prorated for the portion of the year spent in that additional teaching assignment.

F. Teachers and Coaching

1. Coaches shall be provided with:

- a. adequate team equipment and supplies;
- b. a complete copy of the rules and regulations of NJSIAA;

2. No coach shall be required to attend a practice, exhibition, or officially scheduled game session if he/she was excused from school that same day because of sick leave or a temporary leave of absence as cited in this Agreement.

3. Coaches' Protection

a. No coach shall be required to drive students to activities which take place away from the school building.

ARTICLE XXII - MENTOR TEACHERS

A. All teaching staff members shall have the opportunity to apply for the position of a mentor. The district shall not require any employee to apply for a mentor position.

1. All vacancies for mentoring positions shall be posted as early as the district is aware of its needs. The postings shall be conducted as set forth in Article VIII of this agreement. The postings shall include the qualifications and salary for the position.

2. The Lead Person or his/her designee will ask for volunteers who wish to serve as mentors. If the number of volunteers is not sufficient to meet the need, then individual mentor candidates will be selected from the remaining pool of employees whom best fit the mentee's needs.

B. Mentor teachers shall receive compensation provided through state Mentor Regulations.

C. A Mentor teacher shall not in any way participate in, or contribute to, the performance evaluation of a novice teacher.

D. Teacher Mentors

1. Mentors shall not face any adverse employment action the district regarding any complaints made by a mentee within the scope of the mentor/mentee relationship.

2. No mentor shall have more than one (1) mentee at a time unless the teacher mentor agrees to do so.

ARTICLE XXIII - EMPLOYEE EVALUATION

A. Teachers shall be evaluated consistent with applicable state statute and regulation (Current references are P.L. 2012, c. 26 and N.J.A.C. 6A:10) and consistent with current Board policies.

B. PRECONFERENCES

1. An evaluation preconference shall be conducted between the in-district certified supervisor conducting the observation and the employee being evaluated for the employee's "announced" observation for the school year.

a. For classroom teachers, this preconference shall include but is not limited to the following issues:

i. Domains to be observed

ii. Lesson plan

iii. Characteristics of the students/class profile

b. For other certificated staff, any scheduled preconference shall include but is not limited to the following:

i. Domains/services to be observed

ii. Characteristics of students served

2. A pre-conference, when required, shall occur within seven work days prior to the observation, not including the day of the observation. Since lesson sequencing and components may vary based on the needs of the students, teaching staff members will not be penalized for adjusting the lessons to meet student needs.

3. The Association and the district mutually shall establish in this Agreement the issues to be discussed in the preconference.

C. OBSERVATIONS

1. Each required observation will result in a performance rating which shall be shared with the employee within 10 days and which shall be discussed at the post-observation conference.

2. All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee.

3. Each required observation shall be scheduled at least once during a semester as defined by the governing law. Whenever possible there shall be sufficient time between the time one evaluation is completed, including the post observation conference and submission of any responses, and the subsequent observation or evaluation.

D. EVALUATION REPORTS

1. An employee shall be given a copy of any, observation, or evaluation report prepared by his/her evaluator(s) seven days before any conference. No such report shall be finalized or submitted to the central office, placed in the employee's file, electronically finalized, or otherwise acted upon until after the post-observation conference with the employee has occurred.

2. Evaluation reports shall be shared with each employee in accordance with the following procedures:

a. Such reports shall be addressed to the employee.

b. Such reports shall be written in narrative form and shall include:

i. Strengths of the employee as evidenced during the period since the previous report, citing specific domains and indicators.

ii. Specific suggestions as to measures which the employee might take to improve his/her performance in each of the areas wherein weaknesses have been indicated, citing specific domains and indicators.

c. No employee shall be required to sign a blank or incomplete evaluation form. An employee's signature on a completed evaluation indicates only that an employee has reviewed a copy of the evaluation, not that the employee is in agreement with any or all of the findings of the evaluation.

d. Each observation cycle shall be completed before another cycle begins.

e. Each employee shall have the right to attach a written statement of rebuttal/response to all evaluations. Such responses shall be attached to and remain with the evaluation, whether stored physically or electronically.

3. All evaluation reports, documents, records, and other evaluative materials - whether in a non-electronic or electronic form -- are considered confidential personnel records and are subject to the confidentiality requirements of P.L. 2012, c. 26, and other statutes establishing confidentiality of public employee records. The individual records may not be made available or released to the public. The school district shall be fully responsible for the security of employee evaluation records and data. Access shall only be permitted to the certified supervisor(s) conducting the evaluation, the individual employee, the Association representative, Administrators (including the Lead Person, Principal, and Human Resources), and the Recognition Team of the Board when considering continuation of employment.

E. POST-OBSERVATION CONFERENCES

1. Every post-observation conference must occur face-to-face (unless a state of emergency requires virtual instruction) between the certified supervisor conducting the evaluation and the employee who was evaluated.

2. The post-observation conference shall include data from the observation and the evidence that shall be included in the evaluation report, as well as the draft evaluation report.

3. Provision must be made to attach employee responses / objections to the evaluation either physically or electronically, depending on how the evaluation report is stored.

F. INFORMAL OBSERVATIONS/WALKTHROUGHS (COACHING & LEARNING WALKS)

1. Any observation - whether formal or informal - shall be conducted openly and with the knowledge of the employee being observed.

2. All employees shall have copies of any forms or checklists being used as part of the walkthrough process prior to any walkthrough being conducted. Information on these approaches - including criteria - shall be included in training on the teacher practice evaluation rubric being used.

G. EVALUATION CRITERIA

Employees shall be informed annually as to all criteria used in connection with any formal observation/evaluation (e.g. the Framework for Teaching by the Danielson Group).

H. CRITICISM

Any question or criticism by a supervisor, administrator, or Board member of an employee's performance/instructional methodology shall be made in confidence.

I. INDIVIDUAL PROFESSIONAL DEVELOPMENT PLAN (PDP)

1. The Individual Professional Development Plan (PDP) shall be developed by the teaching staff member and the teaching staff member's certified district supervisor.

2. The PDP shall be considered a living document. The employee shall have the right to modify the plans, goals, and activities listed throughout the calendar year to meet his/her emerging goals, amending the plan in collaboration with his/her immediate certified supervisor.

3. The individual Professional Development Plan shall require no more than the minimum required 20 hours of professional development a year.

4. The PDP shall include no more than three goals, such as a professional practice goal, school goal, and/or district goal.

5. Any professional development required of any school staff member - whether through a PDP or Corrective Action Plan (CAP) - shall be provided during the regularly scheduled work year and work day without loss of pay

6. Any professional development activity or experience required by the district or district administration shall be fully funded by the district, including payment of associated fees or expenses.

J. CORRECTIVE ACTION PLAN (CAP)

1. Any Corrective Action Plan shall be developed collaboratively by the staff member who needs to address the deficiency or deficiencies which led to a "ineffective" or "partially effective" annual summative rating and the individual's certified supervisor.

2. Any professional development required of any school staff member through a Corrective Action Plan (CAP) shall be job-embedded and provided during the regularly scheduled work year and workday. Any experiences which can help address the identified deficiency or deficiencies that are outside of the school day or year must be mutually agreed upon by the school staff member and the certified supervisor. In all instances, the district shall be responsible for payment of all fees, expenses, required resources, and additional compensation based on the individual's hourly rate if outside the work day.

3. The individual Corrective Action Plan shall require no more than the minimum required 20 hours of professional development a year.

4. The Corrective Action Plan must define both the individual's responsibilities and the district's and supervisors' / administrators' responsibilities in helping the employee address any identified deficiencies.

5. The plan shall spell out which specific evaluation component(s) and elements need to be addressed. It shall include the individual's opportunities to view modeling of "effective" representations of meeting the components by the certified supervisor and those rated "effective" or "highly effective" in such components/elements and be provided opportunities to practice and demonstrate them.

6. The Corrective Action Plan shall be established in order to provide the individual with sufficient time and multiple resources to address the identified deficiency or deficiencies, as well as the district to provide the necessary time, resources, and support.

7. The employee who is required to have a Corrective Action Plan shall have the right to have an association representative present during any conference as an observer where a Corrective Action Plan is created.

8. Any observations for an individual who has a Corrective Action Plan shall be conducted for a full class period, and shall require a pre-conference.

9. Every individual on a Corrective Action Plan shall be provided support toward and feedback about their progress in addressing any deficiencies.

10. Observations of individuals with Corrective Action Plans shall be conducted by multiple observers who shall be certified administrators employed by the school.

K. TRAINING

1. Training on the teacher evaluation model shall clearly outline developmentally appropriate exemplars and specific descriptors for each domain and element within the teacher practice model.

2. The training also shall include the specific information regarding the rating system and criteria for Student Growth Percentiles, the development and assessment of Student Growth Objectives, and how the final rating is determined for each component and the evaluation system as a whole.

3. Evaluation training shall be offered by the district as part of the professional development program during the school day and school year and be fully funded by the school district. Training shall be provided in-person in collaborative settings and not rely on video or other electronic means, except as providing an exemplar to spark collaborative discussions among those present at the training.

ARTICLE XXIV - PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. The Board of Education shall pay the registration fee, tuition and textbook costs for all courses the Board requires a teacher to take or the parties mutually agree the teacher shall take. When required by the Board to take any coursework, the teacher shall be given either compensatory time, additional pay at their individual per hour rate, or release time during their contractual workday.

B. Fulltime employees with at least 1 year of service with the district will be eligible for consideration of tuition reimbursement for certain college coursework taken. Tuition reimbursement will be awarded for spring and fall semester courses only. This excludes winter, summer, or other off-semester session course work. Tuition reimbursement will be evaluated on the relevancy of the course work as it relates to an individual's position and professional duties at the district. A committee will be established to evaluate all requests for tuition reimbursement and determine the relevancy of the course work to be taken. The committee will consist of the Lead Person or his/her designee, the School Business Administrator, and the Board's Human

Resources and Recognition Team Leader or his/her designee from the Team.

C. All fulltime employees who wish to be considered for tuition reimbursement must submit his/her request in writing to the Lead Person. For fall semester courses an individual must submit his/her request by July 15th of a given year. For spring semester courses an individual must submit his/her request by November 15th of a given year. The individual must show documentation that he/she is registered for the course(s) to be considered for possible tuition reimbursement. In order for tuition reimbursement to be awarded, an employee must sign an agreement to receive the award. The agreement will cover the repayment agreement if the employee leaves prior to the mandatory agreed upon two year period required if awarded tuition reimbursement, minimum grade to be earned, and any other relevant items.

D. Reimbursement Schedule:

Degree to be attained	Reimbursement Amount	Required Service (post reimbursement)
Masters	\$3,500 per school year	2 years
Ph.D/Ed.D	\$3,500 per school year	2 years

E. Fulltime employees who receive tuition reimbursement at the Masters or Doctoral level must remain with the district for at least 2 years from the conclusion of the last course taken and reimbursed. If an employee who has received tuition reimbursement leaves before the mandatory two year period, he/she must repay the district 100% of the tuition reimbursement awarded for the last course(s) taken. If the district does not renew the employee's contract, the affected employee is held harmless and is released from the reimbursement repayment requirements.

F. An employee must earn at least a 3.5 or "B+" at the Masters or Doctoral level to receive tuition reimbursement. An employee must provide proof of grade earning. An official transcript from the college or university must be sent to the Lead Person. A hand carried or unofficial transcript will not be accepted as documentation for tuition reimbursement.

G. The Board will budget \$20,000 for tuition reimbursement per school year. A maximum of \$20,000 may be awarded each school year. If multiple employees apply and are approved for tuition reimbursement, the \$20,000 will be disbursed equally to the pool

of employees. Tuition reimbursement shall be capped at \$3,500 per employee for each academic year.

H. Application for professional development shall be made to the Lead Person. Professional development provided by an institution other than a college or university shall require application to be submitted to the district within twenty-one (21) days of the commencement of the instruction.

I. Board required attendance at a professional workshop, seminar, school visit, online seminar or other related educational improvement experiences shall require the Board to pay all expenses attached to the assignment. Further, this time shall be in addition to the professional development days provided in Section F above.

J. Reimbursement

1. Reimbursement for the cost of all educational improvement shall be in accordance with normal accounting procedures and paid at such time as said procedures provide but not later than thirty (30) calendar days after Board approval.

K. Licensure Positions

1. The Board shall pay all fees and costs associated with maintaining an employee's state required professional licenses. These would include, but are not limited to nurses.

2. The Board shall provide release time and pay all expenses for these certified employees to attend seminars and training required for license renewal and/or re-certification.

3. For those re-certification and/or licensure programs not offered during the contractual workday, the Board shall provide compensatory time equal to the hours spent in the program.

4. The Board shall assume all costs associated with obtaining and maintaining any special license or certificate it requires of a teacher.

ARTICLE XXV - MISCELLANEOUS PROVISIONS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees 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.

B. Any individual contract or annual salary agreement between the School and a bargaining unit member, theretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract notification contains any language inconsistent with this Agreement, this Agreement shall control.

C. Copies of this Agreement shall be printed, and the expense shared equally between the Board and the Association after agreement with the Association on format within fifteen (15) calendar days after the Agreement is signed. The Agreement shall be presented to all employees now employed, and hereafter employed, by the Board.

D. Whenever any notice is required to be given by either of the parties of this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so in writing to the following addresses:

1. If by Association, to Board: At the current business address of the Lead Person for the Academy For Urban Leadership Charter School.

2. If by Board, to Association: At the current address of the President during summer recess and at the President's school address during the school year.

ARTICLE XXVI - DURATION OF AGREEMENT

This Agreement shall be implemented between the period July 1st to and including June 30th as of, July 1, 2022 and shall continue in effect until and including June 30 2026.

In witness whereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon.

Board of Education

By 
President

By 
Secretary

Association

By 
President

By 
Secretary

APPENDIX A

AUL Charter School Compensation Plan

I. CAREER LADDER FOR CERTIFIED TEACHING STAFF MEMBERS

Promotional Levels	<u>Promotional Compensation</u>	<u>Min. Years of AUL Service</u>
Novice	AUL Minimum Salary - \$60,000	0 years
Associate Teacher	\$3,000	2 years
Mid-Level Master	\$3,500	5 years
Master	\$5,500	7 years
Teacher Leader	\$6,500	12 years

Placement into a Promotional Level is to be determined by AUL in its sole discretion. There shall be no placement on the Career Ladder Promotional Levels for the 2022-2023 or 2023-2024 academic years. Rather, all eligible certified teaching staff members (based on the criteria set forth herein) will receive the Market Rate Retention Adjustment (2022-2023) and the Retention Stipend (2023-2024), as set forth in Section IV of this Compensation Plan during those contract years.

Teaching staff members will be eligible to obtain additional Promotional Levels beginning with the 2024-2025 academic year. Promotional Compensation is to be added to the teaching staff member's base salary upon the effective date of the promotion as approved by the Board of Trustees.

Promotional Compensation is to be applied in addition to the teaching staff member's Annual Merit Pay Increase as set forth in Section II of this Compensation Plan. Promotional Compensation is to be applied after any Annual Merit Pay Increase due for the academic year.

Newly hired certified teaching staff members shall be paid a minimum annual salary of \$60,000 subject to the New Hire Placement Scale set forth in Section III of this Compensation Plan.

Promotions will be made based upon teaching staff members meeting the minimum years of service and the requisite Promotional Rubrics as set out in the chart below.

AUL Promotional Rubric

Level and Years (across)	Novice: no yearly prerequisite at AUL	Associate: min 2 years at AUL	Mid-Level Master: min 5 years at AUL	Master: min 7 years at AUL	Teacher Leader: min 12+ years at AUL
Teaching Performance	Summative Rating of Effective or Highly effective (each year)	Summative Rating of Effective or Highly effective (each year)	Summative Rating of Effective or Highly effective (each year)	Summative Rating of Effective or Highly effective (each year)	Summative Rating of Effective or Highly effective (each year)
Student Performance	70% of students pass the course for the year With special consideration for those teaching classes with more than 50% ELL/SPED	70% of students pass the course for the year With special consideration for those teaching classes with more than 50% ELL/SPED	70% of students pass the course for the year With special consideration for those teaching classes with more than 50% ELL/SPED	70% of students pass the course for the year With special consideration for those teaching classes with more than 50% ELL/SPED	70% students pass the course for the year with special consideration for those teaching classes with more than 50% ELL/SPED

Continuing Education	Completion of standard certificate	Bachelor's Degree with Standard Education certificate	Bachelors plus 2 educational certificates or 15 credits towards masters	Masters Degree or 30 credit hours	Masters Degree obtained Teacher Leader Endorsement obtained
Attendance	Properly requests time off and is on time 95% of the time	Properly requests time off and is on time 95% of the time	Properly requests time off and is on time 95% of the time	Properly requests time off and is on time 95% of the time	Properly requests time off and is on time 95% of the time
Professional Responsibilities	Complies with professional responsibilities in a timely manner as measured by Danielson Evaluation Tool- Domain 4 (Effective or Highly Effective). No CAP plan.	Complies with professional responsibilities in a timely manner as measured by Danielson Evaluation Tool - Domain 4 (Effective or Highly Effective). No CAP plan	Complies with professional responsibilities in a timely manner as measured by Danielson Evaluation Tool- Domain 4 (Effective or Highly Effective). No CAP plan	Complies with professional responsibilities in a timely manner as measured by Danielson Evaluation Tool- Domain 4 (Effective or Highly Effective). No CAP plan	Complies with professional responsibilities in a timely manner as measured by Danielson Evaluation Tool- Domain 4 (Effective or Highly Effective). No CAP plan

<p>Data Driven Instruction</p>	<p>Attends PLCs and discusses implementation of data driven instruction. Administers benchmark exams to improve student achievement 4x a year school year.</p>	<p>Attends PLCs and discusses implementation of data driven instruction. Administers benchmark exams to improve student achievement 4x a school year.</p>	<p>Attends PLCs and discusses implementation of data driven instruction. Administers benchmark exams to improve student achievement 4x a school year.</p>	<p>Attends PLCs and discusses implementation of data driven instruction. Administers benchmark exams to improve student achievement 4x times a school year.</p>	<p>Attends PLCs and discusses implementation of data driven instruction. Administers benchmark exams to improve student achievement 4x a school year.</p>
<p>PDP Fulfillment</p>	<p>New to AUL- Completes PDP for new school year. Returning teachers, Completes PDP prior to new school year and shows documentation of progress towards goals from previous year</p>	<p>Completes PDP prior to new school year and shows documentation of progress towards goals from previous year</p>	<p>Completes PDP prior to new school year and shows documentation of progress towards goals from previous year</p>	<p>Completes PDP prior to new school year and shows documentation of progress towards goals from previous year</p>	<p>Completes PDP prior to new school year and shows documentation of progress towards goals from previous year</p>

II. ANNUAL MERIT PAY/COLA INCREASES FOR CERTIFIED TEACHING STAFF MEMBERS

For the term of the agreement, all certified teaching staff members shall receive: i) a COLA increase, and ii) a Merit Pay increase based on the teaching staff member's HEDI score.

The Merit Pay increase shall be determined based upon the staff member's corresponding HEDI score on the chart below.

Absent any delay in the receipt of data from the New Jersey Department of Education, the Merit Pay/COLA increases shall be approved and implemented by AULCS on or before November 15th of each academic year.

Merit Pay and COLA Salary Increases				
EVALUATUON RATING	Code for sub-rating	Hedi Score		
Highly Effective - High	HH	High 98-100	5.5% + 1% cola	6.50%
Highly Effective - Middle	MH	Med 94-97	5.0% + 1% cola	6.00%
Highly Effective - Low	LH	Low 91-93	4.5% + 1% cola	5.50%
Effective - High	HE	High 86-90	2.5% + 1% cola	3.50%
Effective - Middle	ME	Med 80-85	2.0% + 1% cola	3.00%
Effective - Low	LE	Low 75-79	1.5% + 1% cola	2.50%
Developing - High	HD	High 72-74	1.0% + 1% cola	2.00%
Developing - Middle	MD	Med 68-71	0.5% + 1% cola	1.50%
Developing - Low	LD	Low 65-67	0.0% + 1% cola	1.00%
Ineffective	I		0%	0%

III. NEW HIRE SALARY PLACEMENT SCALE

The scale below is to be used for determining salaries for teaching staff members upon the staff member's hire at AUL.

The minimum starting salary for teaching staff members shall be \$60,000.

The scale is not to be considered a "salary guide" or a guarantee of a salary increase for any existing teaching staff member.

AUL retains the right to place new hires on the scale between levels 0 - 7. New hires may be placed above level 7 if they have more than 7 years teaching experience, or upon a specialized need by the district in the subject matter area the individual is hired to teach. If the exception is for more than 7 years teaching experience, placement will be at the corresponding salary level (e.g., 9 years of teaching experience will equate to a level 9 placement).

Starting Level	BA	BA + 30	MA	MA + 30	Doctorate
0	60,000	61,250	62,500	63,750	65,000
1	61,250	62,500	63,750	65,000	66,250
2	62,500	63,750	65,000	66,250	67,500
3	63,750	65,000	66,250	67,500	68,750
4	65,000	66,250	67,500	68,750	70,000
5	66,250	67,500	68,750	70,000	71,250
6	67,500	68,750	70,000	71,250	72,500
7	68,750	70,000	71,250	72,500	73,750
8	70,000	71,250	72,500	73,750	75,000
9	71,250	72,500	73,750	75,000	76,250
10	72,500	73,750	75,000	76,250	77,500
11	73,750	75,000	76,250	77,500	78,750
12	75,000	76,250	77,500	78,750	80,000

IV. RETENTION COMPENSATION

A) 2022-2023 Market Rate Retention Adjustment

Effective within two pay periods following the ratification and Board approval of a collective negotiations agreement between the Board and the Association, all certified teaching staff members that were employed with AUL prior to the start of the 2022-2023 academic year will have \$6,000 added to their current base salary as a Market Rate Retention Adjustment.

The Market Rate Retention Adjustment is a one-time payment being applied to retain current staff members in light of the current state and national staffing shortage in the field of education. Teaching staff members beginning their employment with AUL for the 2022-2023 shall not receive the Market Rate Retention Adjustment as the adjustment has been incorporated into the minimum starting salary of \$60,000.

B) 2023-2024 Retention Stipend

Teaching staff members that are employed during the 2023-2024 academic year (excluding new hires) will receive a Retention Stipend in the total amount of \$6,000.

The Retention Stipends will be paid in two installments: i) \$3,000 paid during the last pay period of December 2023; and ii) \$3,000 paid during the last pay period of the 2023-2024 academic year. Any employee that has submitted a letter of resignation shall not be eligible for a Retention Stipend payment. Additionally, to be eligible for the second installment payment, any employee that is

offered a contract by AULCS to return for employment for the 2024-2025 academic year must accept such offer by executing and returning his/her individual employment contract in accordance with the contract renewal process.

The Retention Stipend being offered during the 2023-2024 academic year only to help retain current staff members. This Stipend is **not** added to the employee's base salary.

Teaching staff members beginning their employment with AUL for the 2023-2024 shall not receive the Retention Stipend.

APPENDIX B

Extracurricular Stipends

STIPEND POSITION	STIPEND AMOUNT
Athletic Director	\$10,000.00
Basketball Head Coach - Boys	\$7,500.00
Basketball Head Coach - Girls	\$7,500.00
Basketball Assistant Coach - Boys	\$4,500.00
Basketball Assistant Coach - Girls	\$4,500.00
Baseball Head Coach	\$7,500.00
Softball Head Coach	\$7,500.00
Baseball Assistant Coach	\$4,500.00
Softball Assistant Coach	\$4,500.00
Class Advisor - Grade 7	\$500.00
Class Advisor - Grade 8	\$500.00
Class Advisor - Grade 9	\$500.00
Class Advisor - Grade 10	\$500.00
Class Advisor - Grade 11	\$500.00
Senior Trip & Graduation	\$1,000.00
Senior Fundraising & Prom	\$1,000.00
Yearbook Advisor	\$1,000.00
National Honor Society	\$750.00
National Honor Society JR	\$750.00
Fashion Show	\$750.00
Audio Visual Club	\$500.00
PLC Coordinator MS	\$2,500.00
PLC Coordinator HS	\$5,000.00
Data Coach MS	\$2,500.00
Data Coach HS	\$5,000.00