

UNIVERSITY PREP – UFT COLLECTIVE BARGAINING AGREEMENT

UNIVERSITY PREP PUBLIC SCHOOLS AND THE UNITED FEDERATION OF TEACHERS

COLLECTIVE BARGAINING AGREEMENT

September 1, 2021 –August 31, 2025

AGREEMENT by and between University Prep Public Schools (herein called “UPPS” 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 Public Schools 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 Public Schools 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 UPPS, to the benefit of the entire UPPS 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, Coordinators of Student Recruitment, Special Education Coordinators, Speech Therapists, 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 Public Schools 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 UPPS 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 ten (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

Employees must serve for one (1) school year in a probationary capacity. For Employees 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 fifteen (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.

The Probationary Period may be extended for one (1) year upon mutual consent of the School and the Union.

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 Chair or Designee

If the grievance is not resolved at Level One, within five (5) school days the Union may appeal to the Chair 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 Chair, 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 Chair, 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, 2021, effective September 1, 2022, effective September 1, 2023, and effective September 1, 2024 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, 2021, Teachers and Guidance Counselors will receive additional compensation at a rate of \$51.68 per hour. Effective September 1, 2022, Teachers and Guidance Counselors will receive additional compensation at a rate of \$52.20 per hour. Effective September 1, 2023, Teachers and Guidance Counselors will receive additional compensation at a rate of \$52.72 per hour. Effective September 1, 2024, Teachers and Guidance Counselors will receive additional compensation at a rate of \$54.04 per hour.

Effective September 1, 2021, 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 \$46.40 per hour. Effective September 1, 2022, 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 \$46.86 per hour. Effective September 1, 2023, 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 \$47.33 per hour. Effective September 1, 2024, 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 \$48.51 per hour.

Effective September 1, 2021, Teacher Assistants and School Secretaries/Operations Associates will receive additional compensation at a rate of \$ 27.17per hour. Effective September 1, 2022, Teacher Assistants and School Secretaries/Operations Associates will receive additional compensation at a rate of \$ 27.44per hour. Effective September 1, 2023, Teacher Assistants and School Secretaries/Operations Associates will receive additional compensation at a rate of \$27.71 per hour. Effective September 1, 2024, Teacher Assistants and School Secretaries/Operations Associates will receive additional compensation at a rate of \$28.41 per hour.

Effective September 1, 2021, School Assistants will receive additional compensation at a rate of \$22.61 per hour. Effective September 1, 2022, School Assistants will receive additional compensation at a rate of \$22.84per hour. Effective September 1, 2023, School Assistants will receive additional compensation at a rate of \$23.07 per hour. Effective September 1, 202, School Assistants will receive additional compensation at a rate of \$23.64 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

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

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

UPPS 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. Effective upon ratification of this agreement, School Secretaries/Operations Associates shall be twelve (12) month positions. In the event that an incumbent Operations Associate would like to remain a ten (10) month Employee, UPPS shall approve that request. School Secretaries/Office Managers, School Secretaries/Office Leads Secretaries/Operations Assistants, and School Secretaries/Operations Leads and those School Secretaries/Operations Associates that have not opted to remain a ten (10) month employee shall have four (4) weeks of vacation time each work year, in addition to the holidays provided for in Article 8(A)(2) below. School Secretaries/Office Managers, School Secretaries/Office Leads Secretaries/Operations Assistants, and School Secretaries/Operations Leads and those School Secretaries/Operations Associates are permitted to take up three (3) weeks paid vacation in the months of July and August, but are required to take at least two (2) weeks of their total paid vacation in the months of July and August. However, these employees shall not be permitted to take paid vacation the week prior the start of the Summer Bridge program, nor shall they be permitted to take paid vacation the week prior to preservice. Operations employees that elect to take three (3) weeks their total of paid vacation in the months of July and August, shall take the remaining one (1) week vacation during the regular school year. Operations Employees that elect to take two (2) weeks their total of paid vacation in the months of July and August, shall take the remaining two (2) weeks paid vacation during the regular school year and paid vacation during the regular school year shall be in addition to scheduled school year holidays and breaks.

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.

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3. From September through June, the work day shall be eight (8) hours for all Employees. The School hours shall be 8AM-4PM. No later than June 1st of every school year the Calendar and Programming Committee shall make a recommendation regarding the work day hours. Any reconfiguration of the work day hours must be ratified by a majority of Bargaining Unit Members and approved by the Board. Nonetheless, the work day shall not begin any earlier than 7:30AM and end no later than 4:30PM.

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, Coordinators, Speech Therapists 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.

4. Employees will receive a duty-free lunch period of no less than thirty (30) minutes. Each Teacher will be given at least two (2) class period per schedule cycle for unassigned 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. One (1) preparation period may be assigned for professional duties such as common planning (otherwise shall be unassigned), but that preparation period will not include coverages. 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. Teachers will teach no more than five (5) class periods. Those five class periods do not include an advisory period.

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 two (2) unassigned preparation periods because they are required by the School to cover a class shall be additionally

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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 hours will be deducted pro-rata 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. For the 2021-2022 school year, all Conferences shall be conducted virtually, and Employees shall have the option of conducting conferences remotely from another location other than the school. All other meetings, conferences, and events outside of the normal professional workday shall be deemed voluntary.

9. Snow days will not include live zoom classes but may include asynchronous work assignments. Teachers will submit work during the day and students will complete the work assigned. Any other remote work is subject to agreement between the UFT and UPPS.

10. The Coordinator of Student Recruitment shall receive compensatory time for any work that is outside the work day and receive additional hourly compensation set forth in Article 7(C) set forth here and above for any work on weekends or holidays. Such compensatory time shall be taken on the very next work day.

11. Employees will receive their total Cumulative Absence Reserve ("CAR") days on the first day of each school year. The School will provide ten (10) CAR days at the beginning of each school year to ten (10) month employees such as Teachers, Guidance Counselors, Social Workers, Speech Therapists, Coordinators, School Assistants, Teaching Assistants and School Secretaries/Operations Associates. The School shall provide twelve (12) month employees such as School Secretaries/Office Managers, School Secretaries/Office Leads, School Secretaries/Operations Leads, and

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School Secretaries/Operations Assistants and School Secretaries/Operations Associates with twelve (12) CAR days. Unused CAR 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) CAR 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 absence. Employees who work during the Summer School program shall be entitled to one (1) CAR day that may only be used during that current Summer School Program and shall not be banked in the Employee's CAR.

Upon separation of employment at UPPS, the School(s) shall pay Employees for their CAR days at one hundred dollars (\$100) per day for all the CAR days accumulated but shall not exceed seven thousand and five hundred dollars (\$7,500) or seventy-five (75) CAR days. This excludes probationary employees hired after August 15, 2022 and any employees who are terminated for Just Cause.

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 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

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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

UPPS 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, UPPS will have seven (7) Standing Committees: (1) Leadership, (2) Professional Development, (3) Calendar and Programming, (4) Budget, (5) Stipend, (6) Hiring, and Middle School and High School Leadership Committee ("MHSLC"). 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 UPPS 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.

Any Committee work outside of the work day and year is voluntary and paid the additional hourly rate. Committee members that plan events/activities are not required to attend and/or facilitate those events/activities. Committee will work in partnership with administration to ensure appropriate staffing for events can be secured.

UPPS administration shall conduct a joint school professional development with UFT Chapter Representatives on committees no later than September 15th of each school year and will work in collaboration for the planning and delivery.

A. Leadership Committee and MHSLC

The School will form a Leadership Committee consisting of Employees and School administrators 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.

The Leadership Committees at the Middle School and the High School shall combine to form the MLC. The MLC shall schedule all meetings at a time mutually convenient to School Leadership and Employees so as not to disrupt learning or School operations.

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 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.

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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.

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, assistant principals and faculty representatives. Notwithstanding the procedures set forth below, the Hiring Committee will determine the process for hiring new employees. The Hiring Committee at each school shall participate in and determine the hiring process for all positions at the respective school (bargaining unit and management). For network level positions there shall be a joint school (Middle and High School) hiring committee established. Best efforts will be made to reach consensus on all hiring decisions, with due consideration to majority opinion. However, the School 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) school days following the posting date

3. UPPS shall post open positions internally first with an opportunity for incumbent Employees to apply and interview for such position before any outside

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candidate for the position (this includes all bargaining unit, management, and network level positions).

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 UPPS 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.

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.

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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 CAR leave for purposes of preparation for child birth, post-birth bonding or adoption. Upon exhaustion of their accrued CAR 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 CAR 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 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 UPPS. This condition may be waived by the mutual agreement of the Parties.

Upon the exhaustion of accrued and donated CAR 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

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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.

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

UPPS 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.

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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. “Immediate family” shall be defined to include spouse, domestic partner, child, sibling, mother, father, and grandparent. All other family members will be considered on a case-by-case basis based upon factors, including the employee’s relationship to and with the deceased. 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.

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 CAR days for religious holidays that are not-observed by the School. If an employee has no CAR 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, UPPS 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, 2021 to August 31, 2025.

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, Board Chair

Michael Mulgrew, President

Date

Date

This Agreement may be executed in counterparts, transmitted via email or facsimile, with each part so executed and delivered deemed an original.

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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 UPPS 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, 2021			
Step	I	II	III
1	64518	72873	81227
2	68634	76989	85343
3	69202	77557	85910
4	70205	78560	86914
5	71069	79424	87778
6A	73420	81776	90129
6B	74740	83095	91450
7A	76702	85057	93411
7B	81296	89650	98005
8A	85595	93951	102306
8B	90699	99054	107409
11	95075	103431	111784
14	98055	106410	114764
16	104345	112700	121054
19	105994	114350	122704
21	118199	126554	134907
23	125065	133420	141775

Effective September 1, 2022			
Step	I	II	III
1	65163	73601	82039
2	69320	77759	86196
3	69894	78333	86769
4	70907	79346	87784
5	71780	80219	88655
6A	74155	82594	91030
6B	75487	83926	92364
7A	77469	85908	94345
7B	82109	90547	98985
8A	86451	94891	103329
8B	91606	100045	108484
11	96026	104465	112902
14	99036	107474	115911
16	105389	113827	122264
19	107054	115493	123931
21	119381	127820	136256
23	126315	134754	143193

Effective September 1, 2023			
Step	I	II	III
1	65815	74337	82859
2	70014	78537	87058
3	70593	79116	87637
4	71616	80139	88661
5	72497	81021	89542
6A	74896	83420	91941
6B	76242	84765	93288
7A	78244	86767	95288
7B	82930	91452	99974
8A	87316	95840	104362
8B	92522	101045	109568
11	96986	105509	114031
14	100026	108549	117070
16	106443	114965	123487
19	108125	116648	125170
21	120574	129098	137619
23	127578	136102	144625

Effective September 1, 2024			
Step	I	II	III
1	67460	76196	84931
2	71764	80500	89235
3	72357	81094	89828
4	73406	82143	90878
5	74310	83046	91781
6A	76769	85505	94239
6B	78148	86885	95620
7A	80200	88936	97670
7B	85003	93738	102474
8A	89498	98236	106971
8B	94835	103571	112308
11	99411	108147	116881
14	102527	111263	119997
16	109104	117839	126574
19	110828	119564	128300
21	123589	132325	141059
23	130768	139504	148241

UNIVERSITY PREP – UFT COLLECTIVE BARGAINING AGREEMENT

School Counselor Requirements:

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

Effective September 1, 2021		
Step	I	II
1	72533	81013
2	77068	85548
3	77616	86096
4	76320	84554
5A	79967	88446
5B	82411	90891
6A	85991	94470
6B	88456	96936
7A	90568	99049
7B	97349	105829
8A	101349	109829
8B	106364	114844
11	110835	119315
14	112057	120537
16	116824	125304
19	118793	127273
21	130200	138680
23	137266	145746

Effective September 1, 2022		
Step	I	II
1	73258	81823
2	77838	86403
3	78392	86957
4	77083	85399
5A	80767	89331
5B	83235	91800
6A	86850	95414
6B	89341	97906
7A	91474	100039
7B	98323	106888
8A	102362	110927
8B	107428	115992
11	111944	120508
14	113177	121742
16	117992	126557
19	119981	128546
21	131502	140067
23	138639	147203

Effective September 1, 2023		
Step	I	II
1	73991	82641
2	78617	87267
3	79176	87826
4	77854	86253
5A	81574	90224
5B	84068	92718
6A	87719	96368
6B	90234	98885
7A	92388	101040
7B	99306	107957
8A	103386	112036
8B	108502	117152
11	113063	121713
14	114309	122960
16	119172	127822
19	121181	129831
21	132817	141468
23	140025	148676

Effective September 1, 2024		
Step	I	II
1	75840	84707
2	80582	89449
3	81155	90022
4	79800	88410
5A	83614	92479
5B	86169	95036
6A	89912	98778
6B	92490	101357
7A	94698	103566
7B	101789	110655
8A	105971	114837
8B	111214	120081
11	115890	124756
14	117167	126034
16	122151	131018
19	124210	133077
21	136138	145004
23	143526	152392

UNIVERSITY PREP – UFT COLLECTIVE BARGAINING AGREEMENT

Teacher Assistants and School Secretaries/Operations Associates

Effective September 1, 2021	
1st year	37329
With one year experience	48944
5 year longevity	708
15 year longevity	2247

Effective September 1, 2022	
1st year	37702
With one year experience	49434
5 year longevity	716
15 year longevity	2269

Effective September 1, 2023	
1st year	38079
With one year experience	49928
5 year longevity	723
15 year longevity	2292

Effective September 1, 2024	
1st year	39031
With one year experience	51176
5 year longevity	741
15 year longevity	2350

School Secretaries/Operations Associates (Calendar Year)

Effective September 1, 2021 I= HS or Associates Degree II= Bachelor's Degree

Step	I	II
1	40663	44663
2	52780	56780
3	54680	58680
4	56321	60321
5	58010	62010
6	59751	63751
7	61543	65543
8	63389	67389
9	65291	69291
10	67250	71250
11	69267	73267
14	71345	75345
16	73486	77486
19	75690	79690
21	77961	81961
23	80300	84300

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Effective September 1, 2022

Step	I	II
1	41070	45110
2	53308	57348
3	55227	59267
4	56884	60924
5	58590	62630
6	60349	64389
7	62158	66198
8	64023	68063
9	65944	69984
10	67923	71963
11	69960	74000
14	72058	76098
16	74221	78261
19	76447	80487
21	78741	82781
23	81103	85143

Effective September 1, 2023

Step	I	II
1	41480	45561
2	53841	57921
3	55779	59859
4	57453	61533
5	59176	63256
6	60952	65032
7	62780	66860
8	64663	68744
9	66603	70684
10	68602	72682
11	70659	74740
14	72779	76859
16	74963	79043
19	77211	81292
21	79528	83608
23	81914	85994

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Effective September 1, 2024

Step	I	II
1	42517	46700
2	55187	59369
3	57174	61356
4	58889	63072
5	60655	64838
6	62476	66658
7	64350	68532
8	66280	70462
9	68268	72451
10	70317	74499
11	72426	76608
14	74599	78781
16	76837	81020
19	79142	83324
21	81516	85699
23	83962	88144

School Assistants

Effective September 1, 2021	28222
Effective September 1, 2022	28504
Effective September 1, 2023	28789
Effective September 1, 2024	29509

UNIVERSITY PREP – UFT COLLECTIVE BARGAINING AGREEMENT

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, 2021			
Step	I	II	III
1	57912	62181	62986
2A	62105	66374	67178
2B	63100	67369	68174
3A	64106	68376	69179
3B	65993	70262	71067
4A	67071	71340	72144
4B	68155	72424	73229
5A	69260	73530	74334
5B	71309	75578	76382
6A	73789	78059	78863
6B	74958	79228	80032
7A	76129	80399	81203
7B	77295	81565	82369
8A	80221	84490	85293
8B	83440	87709	88513
11	87958	92228	93032
14	89379	93649	94451
16	93799	98068	98873
19	95783	100053	100856
21	104341	108610	109415
23	109930	114199	115003

Effective September 1, 2022			
Step	I	II	III
1	58491	62803	63615
2A	62726	67038	67849
2B	63731	68043	68855
3A	64747	69059	69871
3B	66653	70965	71778
4A	67741	72053	72866
4B	68837	73149	73961
5A	69953	74265	75077
5B	72022	76334	77146
6A	74527	78839	79652
6B	75708	80020	80832
7A	76891	81203	82015
7B	78068	82380	83193
8A	81023	85335	86146
8B	84275	88586	89398
11	88837	93151	93962
14	90273	94585	95396
16	94737	99049	99862
19	96741	101054	101864
21	105384	109697	110509
23	111029	115341	116153

Effective September 1, 2023			
Step	I	II	III
1	59076	63431	64252
2A	63353	67708	68528
2B	64368	68723	69544
3A	65395	69750	70569
3B	67320	71675	72495
4A	68419	72774	73594
4B	69525	73880	74701
5A	70652	75008	75828
5B	72742	77097	77917
6A	75272	79628	80448
6B	76465	80820	81641
7A	77660	82015	82835
7B	78849	83204	84025
8A	81833	86188	87008
8B	85117	89472	90292
11	89726	94082	94902
14	91176	95531	96349
16	95684	100040	100860
19	97708	102064	102883
21	106438	110793	111614
23	112139	116495	117314

Effective September 1, 2024			
Step	I	II	III
1	60553	65017	65858
2A	64937	69401	70241
2B	65977	70441	71283
3A	67030	71494	72334
3B	69003	73467	74308
4A	70129	74593	75434
4B	71263	75727	76568
5A	72419	76883	77724
5B	74561	79025	79865
6A	77154	81618	82459
6B	78377	82841	83682
7A	79601	84065	84906
7B	80820	85284	86125
8A	83879	88343	89183
8B	87245	91708	92549
11	91969	96434	97274
14	93455	97919	98758
16	98076	102541	103382
19	100151	104616	105455
21	109099	113563	114404
23	114943	119407	120247

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)

UNIVERSITY PREP – UFT COLLECTIVE BARGAINING AGREEMENT

SIDE LETTER

Anne Goldman
Vice President
United Federation of Teachers
52 Broadway
New York, New York 10004

RE: 2021-2025 Collective Bargaining Agreement between the UFT and UPPS (“the CBA”)

Dear Ms. Goldman:

This side letter confirms certain mutual understandings and agreements regarding the above captioned collective bargaining agreement:

1. UPPS and the UFT develop and negotiate career ladder opportunities at the schools and within the network. The Parties agree to meet and negotiate during the 2021-2022 school with target implementation for the 2022-2023 school year.
2. UPPS and the UFT shall meet and negotiate amendments to the existing Employee Handbook during the 2021-2022 school year.
3. UPPS and the UFT shall meet and negotiate a new evaluation tool for Operations Employees during the 2021-2022 school year.

United Federation
of Teachers

University Prep
Public Schools

By: _____

By: _____

Appendix B: University Prep Public Schools Teacher Evaluation System
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Purpose:

University Prep is committed to developing effective educators. University Prep also believes that all teachers should be held accountable for the objectives and outcomes they can influence. As a result, University Prep will provide extensive support to help teachers meet their objectives and enhance themselves professionally. All University Prep teachers are expected to actively participate in a process of continuous improvement and reflection by being open to feedback and by using the resources and tools that University Prep provides.

Evaluations are part of an ongoing, year-round process in which a teacher will discuss performance issues with his or her administrator. Specifically, the evaluation will evaluate the teacher's current level of performance, progress made since the last review and establish goals

for the next evaluation. The evaluation helps ensure that both the teacher and his/her administrator understand their respective roles in assisting and supporting the teacher to achieve his/her career goals.

Two Track System:

All teachers will be evaluated using a process of systematic appraisal of performance based on the Danielson Standards. There will be two available tracks depending on years of teaching experience and expertise as defined by the school site principal.

Track I is for newer teachers to the profession who need to focus on the Danielson Standards.

Track II is for more experienced teachers who will focus more on professional growth. To be eligible for Track II, a teacher must have earned either “Effective” or “Highly Effective” on all Danielson Standards. In order for a teacher to be on Track II, the teacher and immediate supervisor must mutually agree on Track II placement by September 30. The two tracks are described in more detail on the following pages.

General Provisions:

- Each teacher who received an overall rating of effective or highly effective from the previous school year shall receive a minimum of one (1) unrated informal and one (1) optional unrated informal prior to each rated formal or set of three (3) rated informal observations.
- Track I teachers will be formally evaluated at least twice each school year, the second time being at least fifteen working days prior to the end of the school year. If there are only two formal observations, both formal observations for Track I teachers may occur in the second semester.
- Track II teachers will be evaluated once a year, at least fifteen (15) days prior to the end of the school year. Ten working days’ notice shall be given for a formal observation unless a date is mutually agreed upon by the teacher and supervisor.
- Formal observations shall be preceded by a pre-observation conference at a date chosen by the teacher and followed by a post-observation conference within ten working days. Written feedback will be provided within ten (10) days of the post-observation conference.
- Informal Observations - Three (3) informal observations shall count as one (1) formal observation if:
 - All informal observations must be at least twenty (20) minutes in length.
 - Two (2) informal observations must take place prior to the three (3) informal observations that shall count as one (1) formal observation. Nonetheless, if a Teacher has been rated effective or highly effective in the previous school year, the teacher shall have the choice to receive a minimum of **one (1) rather two (2)** unrated informal observations prior to each rated formal or set of three (3) rated informal observations.
 - Each informal observation which shall be counted as part of a set of three (3) shall be followed within two (2) business days by written feedback. The written feedback shall include a statement that the informal observation shall count as part of the set.

University Prep Public Schools Teacher Evaluation System

Another informal observation shall not occur until this written feedback has been submitted.

- A post-observation conference after the three (3) informal observations that shall count as one (1) formal observation.
- Track II teachers shall have the option whether they would like to have three (3) informal observations that count as their one (1) formal observation. Track II teachers shall make this determination by September 30th and review their Track II assignment with administrators.
- Track I teachers shall only have three (3) informal observations count as one (1) formal observation per school year. If the first formal observation results in an effective or highly effective rating in all competencies rated, (3) informal observations shall count as the second formal if mutually agreed upon by the principal and teacher.
- All Track I and Track II teachers are required to complete one (1) curriculum binder per school year.
 - All teachers must complete a scope & sequence, outlining the course's units of study, pacing plan, and standards covered by October 1st of each school year.
 - Teachers must complete and submit a syllabus for each course taught by October 1st of each school year. The syllabus should include an overview of the course and grading policy.
 - Teachers are expected to plan for every lesson. Unit overviews and lesson plans should be kept updated in each teacher's curriculum binder.
 - Curriculum binders will be reviewed by administration incrementally throughout the school year with notice.
- All Track I teachers are required to complete the Track I Portfolio for professional development. The administration will give feedback within thirty days after the portfolio is submitted.
- All Track II teachers are required to complete the Track I Portfolio or the Professional Growth Plan (Track II Portfolio), as determined by the supervisor.
- Both Track I and Track II teachers may request additional feedback from the administration on their Curriculum Binders during the school year. Such feedback will be provided within thirty days except in the case of reasonable delays.

Development and Improvement Plans

- If during any teacher observation, an administrator determines that a teacher is either Developing or Ineffective on at least two (2) of the standards defined by the Danielson Standards, a development plan may be created to help foster teacher growth.
- The **development plan** shall include the following:
 1. Areas of growth, where specific improvement is needed and supporting evidence;
 2. Specific suggestions for improvement;
 3. Resources to be utilized to assist with the improvement; and
 4. The means by which improvement will be measured.
- If, after a minimum of forty-five (45) school days has been given for the teacher to improve as specified in the development plan, and there is no evident progress based on the areas of

University Prep Public Schools Teacher Evaluation System

growth identified in the development plan, a forty-five (45) school day improvement plan shall be developed.

- The **improvement plan** must include (but is not limited to):
 1. Areas of growth, where specific improvement is needed and supporting evidence;
 2. Specific recommendations for improvement;
 3. Resources provided to assist with the improvement;
 4. The means by which improved shall be measured; and
 5. A reasonable date for achieving the specified improvement(s).
- The principal will take affirmative action to give support to help the teacher correct any cited deficiencies. Such action shall include specific recommendations for improvement, direct assistance in implementing the recommendations, and adequate release time for the teacher to visit and observe similar classes in other University Prep schools.
- Any teacher receiving a “Developing” or “Ineffective” rating shall be given an improvement plan.
- In the event a teacher on an improvement plan has not improved their performance to at least Effective, University Prep may terminate and/or not re-hire for the following year. In this case, the following procedures will apply:
 1. The teacher will be given written notice of the termination on or before April 15th of that school year;
 2. The notice shall include the reason for the action and notification of an opportunity to appeal, pursuant to Articles 4 and 5 of this Agreement.

Track I and II Teacher Evaluation

<h1>Track I Evaluation</h1>	<div style="text-align: center;"> <p>Round One</p> <p>Unrated Informal</p> <p>Unrated Informal (Optional)</p> <p>Pre-Conference Formal Observation Post-Conference</p> <p>Round Two</p> <p>Unrated Informal</p> <p>Unrated Informal (Optional)</p> <p>Pre-Conference Formal Observation Post-Conference</p> <p>or</p> <p>Rated Informal</p> <p>Rated Informal</p> <p>Rated Informal</p> <p>Post-Conference</p> </div> <p>Track I Deliverables:</p> <p>1 Curriculum</p> <p>and</p> <p>Track I Portfolio</p>
<h1>Details</h1>	<ul style="list-style-type: none"> The second unrated informal observation is optional for teachers who have received an effective or highly effective rating in the previous school year. Teachers in their first year at UPCHS and teachers who have received developing or ineffective will not have an option; they will receive a second unrated informal. Teachers with effective or highly effective ratings in all components during round one can come to a mutual agreement with the principal to determine whether round two will consist of three (3) rated informals or one (1) formal observation. All teachers will create curriculum binders following guidelines provided in Appendix B Track I teachers will submit the Track I portfolio at least fifteen (15) days prior to the end of the school year.

<h1>Track II Evaluation</h1>	<div style="text-align: center;"> </div> <p style="text-align: center;">Track II Deliverables:</p> <p style="text-align: center;">1 Curriculum Binder</p> <p style="text-align: center;">and</p> <p style="text-align: center;">Professional Growth Plan</p>
<h1>Details</h1>	<ul style="list-style-type: none"> • Teachers will be invited by administration to Track II by September 30th. • Track II teachers will submit their professional growth plans for review by October 31st. The plan should follow the guidelines outlined in Appendix B. • Track II teachers will complete and submit their selected professional growth plan at least fifteen (15) days prior to the end of school. • The second unrated informal observation is optional for Track II • All teachers will create curriculum binders following guidelines provided in Appendix B.

Danielson Standards

Domain 1: Planning and Preparation

- Demonstrating Knowledge of Content and Pedagogy
- Demonstrating Knowledge of Students
- Selecting Instructional Goals
- Demonstrating Knowledge of Resources
- Designing Coherent Instruction
- Assessing Student Learning

Domain 2: The Classroom Environment

- Creating an Environment of Respect and Rapport
- Establishing a Culture for Learning
- Managing Classroom Procedures
- Managing Student Behavior
- Organizing Physical Space

Domain 3: Instruction

- Communicating Clearly and Accurately
- Using Questioning and Discussion Techniques
- Engaging Students in Learning
- Providing Feedback to Students
- Demonstrating Flexibility and Responsiveness

Domain 4: Professional Responsibilities

- Reflecting on Teaching
- Maintaining Accurate Records
- Communicating with Families
- Contributing to the School and District
- Growing and Developing Professionally
- Showing Professionalism

Unit Portfolio and Curriculum Binder

This binder and portfolio are designed to give you the opportunity to showcase your best units. They will document all progress towards achieving goals and your progress towards the Danielson Standards through the creation of a yearly curriculum binder that includes, but is not limited to, the NYS standards, course syllabus, and all daily lesson plans. In addition, this binder and portfolio will assist with the development of curriculum across grade levels, contents and build our school's collection of best units.

Portfolio Guidelines:

Each Track I teacher shall choose one of three portfolio options. Teachers will notify the administration of their selection by October 30th. Teachers new to University Prep shall consult with the administration before making their choices.

Portfolio Options

1. Inquiry Portfolio

Teachers may submit an evidence portfolio about the work of their inquiry team throughout the year. This portfolio should include artifacts* from at least two (2) cycles of inquiry. These artifacts include the following (for each cycle of inquiry):

- A summary of the initial data analysis that helped to determine the target population (include initial data sources if possible)
- The target population
- The target skill
- The baseline assessment tool
- Explanation of intervention strategy
- Lesson plan(s) including intervention
- Student work
- Post-intervention assessment
- Reflection and next steps

*Teachers will be provided with templates for these artifacts upon request

2. Professional Development Portfolio

Teachers may submit a portfolio documenting the implementation of instructional strategies learned during professional development. The portfolio should contain documentation* from the implementation of at least two instructional strategies covered in professional development. This documentation includes the following (for each strategy implemented):

- The identified instructional strategy
- Rationale for this selection
- Lesson plan(s) in which this strategy is being implemented
- Student work samples
- Intervisitation notes from a class using this strategy
- Reflection and next steps

*Teachers will be provided with templates for these artifacts upon request

3. Unit Study

Teachers may conduct a Unit Analysis of one 2 or 3-week unit that they believe has significant room for improvement. In this analysis, teachers must show the instructional strengths of the unit, instructional weaknesses of the unit, and a plan for improvement when teaching this unit in the future. When presenting to a group of colleagues including but not limited to their department and at least one administrator for twenty (20) minutes, teachers should provide background information and context for the unit; the teacher's purpose, essential questions, and objectives from the unit; and student achievement results from the unit to directly support the teacher's reflections from the unit analysis.

- Unit Analysis Guidelines
 - Select a unit for your portfolio.
 - Review your selected standards for focus.
 - Collect lesson plans, standards, and samples of student work for reflection.
 - Organize artifacts into categories identified below.
 - Write reflections and answer questions.
- The Contents of this Analysis Include:
 - Description or timeline of where the unit fits into school year plan
 - Rationale for unit
 - Why did you choose this unit?
 - What do you hope to achieve?
 - How does this unit fit into your year of instruction or the bigger picture?
 - Do the skills being taught in this unit connect to the next unit?
- Outline of Unit:
 - Description of unit
 - Essential questions
 - Standards to be met
 - Leadership standards to be met
 - Measurable outcomes
 - Into/ Through and Beyond lesson plans*
 - Bibliography of resources
 - Copies of student assignments/ rubrics
 - Student work samples
- Reflections:
 - Did the completion of this unit meet your goals? Did it go as you expected?
 - How would you address this unit in the future?
 - What recommendations do you have for someone to replicate this unit?
 - Connection to standards:
 - Which standards were your selected focuses for the year?
 - What evidence of progress towards each standard is reflected in your portfolio?
- **Product Choices for Portfolio Option 3:**

For portfolio option 3 teachers must present information using a Microsoft PowerPoint or Smart Board Notebook file. As part of the presentation to the faculty and at least one administrator, teachers should provide an additional product.

The product options for Portfolio Option 3 are:

1. A five (5) minute video clip of strong or weak instruction from a lesson that serves as an example of an instructional practice highlighted in the presentation. The videotape of the entire lesson will be turned in to an administrator at the end of the presentation.

The videotape itself is non-evaluative. The reflections from the videotape are evaluative.

2. A five (5) minute demonstration of a strong student-centered activity within a lesson.
3. A portfolio of student work from a highlighted instructional activity that includes written teacher feedback and serves as a point of reflection. This student work will be presented to the faculty and will be turned in to an administrator at the end of the presentation.

Track II

Evaluation Process for Experienced Teachers

This option is available for experienced teachers who have demonstrated mastery of the standards and who the principal feels can benefit from more varied growth opportunities. The minimum requirements for a teacher to enter this track are:

- Teachers with less than four years of overall teaching experience who have completed three years of teaching within UPCHS.
- Teachers with at least four years of overall teaching experience who have completed at least one year of teaching within UPCHS.

Goals of Track II:

- To provide teachers with the opportunity to engage in their own development and to provide choices for how that development will take place.
- The purpose of this track is to provide a structured, supportive, and collaborative environment to promote professional learning that will enhance the teacher and school while enhancing student learning.

Elements of Track II:**

- Teachers are formally assessed once a year by an administrator.
- No later than September 30, the administrator will present teachers with the following options for all “experienced teachers”:
 - Continuing with a Track I Portfolio
 - Collaborating with other Track II teachers to create an Action Research Group
 - Develop an individual research project.
 - Devote time to helping with an intervention team or similar program targeted to improve student achievement.
 - Student Study Portfolio- focusing on a specific student or sub group.
 - Assist in professional development programs.

**Teachers will submit their proposal for approval by October 31.

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Professional Growth Plans:	Descriptions:
1. Action Research	<ul style="list-style-type: none"> ▪ Individual or group of teachers ▪ Identify a problem and develop a workable solution ▪ Gather information and analyze data to determine the effects of the intervention ▪ Report data and share insight with faculty
2. Curriculum Development	<ul style="list-style-type: none"> ▪ Designing curriculum and analyze the impact on student learning ▪ Deepening the curriculum—refocus curriculum to support engaging students in the work of the classroom, integrating into cross-curricular units, and developing new ways of better assessing students
3. Instructional Strategies Implementation	<ul style="list-style-type: none"> ▪ Investigate particular strategies (cooperative learning, problem-based learning, inclusion activities, alternative classroom management techniques) ▪ Implementation of strategy ▪ Documentation and analysis of the effectiveness on student learning
4. Peer Consultation/Coaching	<ul style="list-style-type: none"> ▪ Training of teams of teachers to use clinical supervision to help professional growth and development of instructional practices
5. Professional Growth Portfolios	<ul style="list-style-type: none"> ▪ Collecting, displaying, and reflecting on a professional growth experience ▪ Could also be a professional development event presented for site staff or across University Prep
6. Structured Professional Dialogue-Study Groups-Support Teams	<ul style="list-style-type: none"> ▪ Small groups of teachers gather together regularly to hold focused discussions of a current development in education Examine a school-based teaching or learning issue ▪ Develop an individual or team-based professional development plan

Each Growth Task will be product based. The product may consist of a staff presentation, portfolio, report, etc. Each Track II teacher will need to complete a Project Component and Timeline Sheet prior to October 31st. Administrators will play a role in defining the product and establishing goals for the teacher. Administrators will also meet with teachers once a quarter to discuss development and progress of the Growth Task.

Considerations may be made for mentor teachers, department chairs, and grade level leaders. Teachers in these positions should be classified as Track II teachers by the time a school is in their 6th year of operation. The roles require extensive work and may be considered Growth Tasks. Work in these areas should be monitored by Administrators and the individuals involved should document their work as agreed upon by the teacher and administrator.

Culminating Assessment:

At the end of the year teachers will reflect on their progress and achievements. Administrators will meet no later than fifteen (15) working days prior to the end of the academic school year with the teacher to share the feedback from the formal observations as well and discuss

possibilities for next year. In lieu of this assessment, the Track II teacher and administrator may agree to have the teacher complete a Track I portfolio and curriculum binder.

Project Component Sheet can include:

- Project Description
- Goals of the Project
- Resources Needed
- Presentation format
- Indicators of Progress
- Timeline

Leaving Track II:

After a series of below standard informal observations, a Track II teacher may be reverted back to Track I if any of the ratings do not meet the standard. In addition, an administrator may at any time move a teacher back to Track I at their discretion.

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Professional Growth Plan – Track II

Teacher: _____

Subject: _____

What is the goal of your Professional Growth Plan?
What essential questions will guide your focus?
Describe how this will impact or improve student learning.
What format/ approach will be used?
What is the timeline for your plan?
What methods/strategies will be used?
What are the indicators of progress ?
What resources/support are needed?

***Please refer to the Guidelines for Development for suggestions*

Teacher Signature: _____

Administrator signature: _____

Date: _____

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Professional Growth Plan: Guidelines for Development

Professional Growth Plan Element	Suggestion
Goal	Individual, team, building, or district goals that result in the continuous improvement of student learning
Format	Working with an administrator, with peers, independently; multidisciplinary, grade level teams, department teams, or a combination of approaches.
Time line	Include anticipated starting date and length of plan
Methods/strategies	Action research, coaching, videotaping, self-assessment, clinical supervision, mentoring, college courses, simulations, workshops, visitation days, conferences, classroom observations, teacher academies
Indicators of progress	Student work portfolios, videotapes of classes, peer observation, principal observation, parent responses, student responses, statistical measures, performance assessment, reflective journal entries, case study analysis, professional portfolios, benchmarks
Resources/support	Classroom materials, student materials, journals, workshops, resources, books, collegial time, appropriate technology, mentoring, collegial support, release time, administrative support

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Professional Growth Plan – Track II End of Project Reflection
--

Teacher: _____

Subject: _____

Project: _____

(Highlight Type of Project Completed)
--

Professional Growth Plans:	Descriptions:
1. Action Research	<ul style="list-style-type: none"> ▪ Individual or group of teachers ▪ Identify a problem and develop a workable solution ▪ Gather information and analyze data to determine the effects of the intervention ▪ Report data and share insight with faculty
2. Curriculum Development	<ul style="list-style-type: none"> ▪ Designing curriculum and analyze the impact on student learning ▪ Deepening the curriculum—refocus curriculum to support engaging students in the work of the classroom, integrating into cross-curricular units, and developing new ways of better assessing students
3. Instructional Strategies Implementation	<ul style="list-style-type: none"> ▪ Investigate particular strategies (cooperative learning, problem-based learning, inclusion activities, alternative classroom management techniques) ▪ Implementation of strategy ▪ Documentation and analysis of the effectiveness on student learning
4. Peer Consultation/Coaching	<ul style="list-style-type: none"> ▪ Training of teams of teachers to use clinical supervision to help professional growth and development of instructional practices
5. Professional Growth Portfolios	<ul style="list-style-type: none"> ▪ Collecting, displaying, and reflecting on a professional growth experience ▪ Could also be a professional development event presented for site staff or across University Prep
6. Structured Professional Dialogue-Study Groups-Support Teams	<ul style="list-style-type: none"> ▪ Small groups of teachers gather together regularly to hold focused discussions of a current development in education Examine a school-based teaching or learning issue ▪ Develop an individual or team-based professional development plan

Summary of Project:

Goals of Track II:

1. To provide teachers with the opportunity to engage in their own development and to provide choices for how that development will take place.

How did your project help you develop as a teacher / leader?

2. The purpose of this track is to provide a structured, supportive, and collaborative environment to promote professional learning that will enhance the teacher and school while enhancing student learning.

How did your project help you to enhance your classroom instruction or the instruction of others at your school site or across UPPS?

Questions for Reflection

1. Did you meet the goals of your project?
2. What insight was gained from your project about teaching practices and instruction?
3. How did others and you benefit from the project?
4. What are the areas of strength or areas for improvement that you have identified through your research/development?

Strengths

Areas of Improvement/Change

Counselor Evaluation

The following applies to all counselors.

Counselors shall receive a formal evaluation twice each school year. One evaluation will occur at mid-year, one at the end of the school year. The administration will meet with all counselors at the beginning of the year to review the required domains and documents and to identify any school-wide priorities for the year. Both the mid-year and the final evaluation will consist of a Highly Effective, Effective, Developing, or Ineffective rating for each counselor on each of the attached list of domains; the final evaluation will also include a final overall rating of Highly Effective, Effective, Developing, or Ineffective based on their performance on the domains below for the entire school year.

Counselors will receive ratings for each domain which the administration has been able to observe through professional contact or through the means described below over the course of the school year. Any domains which cannot be observed or documented over the course of the year, or which are not applicable (for example, in regard to the college counselor), will not be rated.

The Danielson Rubric (attached as Exhibit A) shall be used for School Counselors only. College Counselors shall use the existing evaluation tool.

Non-college-counselors shall only submit the following documents (“artifacts”) voluntarily as supporting evidence toward their evaluation:

- Counseling logs
- Grade talk notes
- Kid talk notes
- Homework sheets
- Advisory communication documents

The college counselor shall submit the following documents (“artifacts”) voluntarily as supporting evidence toward their evaluation:

- Student logs
- Parent logs
- Spreadsheet of students who applied to SUNY and CUNY colleges
- Spreadsheet of college representative visits to schools.
- Spreadsheet of students who completed FAFSA forms
- Spreadsheet of students and the colleges they plan to attend

If during the course of a supervisor’s professional contact with a guidance counselor, the supervisor observes practice that is ineffective or developing on a single domain or multiple indicators below, the supervisor shall promptly notify the counselor either verbally or in writing.

If the administrator determines that a counselor has a pattern of Developing or Ineffective practice a development plan shall be created to help foster counselor growth. Counselors shall

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receive reasonable clarifications and additional resources to support development plans and improvement plans upon request. A pattern of Developing or Ineffective practice is defined as three (3) or more examples of Ineffective or Developing practice on a single domain or multiple domains during a school year.

The development plan shall include the following:

1. Areas of growth, where specific improvement is needed and supporting evidence;
2. Specific suggestions for improvement;
3. Resources to be utilized to assist with the improvement and who will provide them;
4. The means by which improvement will be demonstrated and measured
5. A reasonable and mutually agreed-upon date for achieving the specified improvement(s).

If, after a minimum of forty-five (45) days has been given for the counselor to improve as specified in the development plan, and there is no evident progress based on the areas of growth identified in the development plan, a forty-five (45) day improvement plan shall be developed.

The improvement plan must include (but is not limited to):

1. Areas of growth, where specific improvement is needed and supporting evidence;
2. Specific recommendations for improvement;
3. Resources provided to assist with the improvement and who will provide them;
4. The means by which improvement shall be demonstrated and measured; and
5. A reasonable and mutually agreed-upon date for achieving the specified improvement(s).

The principal will take affirmative action to give support to help the counselor correct any cited deficiencies. Such action shall include specific recommendations for improvement, direct assistance in implementing the recommendations and identification of who will provide the assistance, and adequate resources for achieving the improvement, such as release time for the counselor to observe best practices by other counselors in University Prep or other schools, professional development based on individual needs, and scheduled time for counselors to collaborate with colleagues who are on a CDP or CIP. If counselor collaboration is included as part of a CDP or CIP, counselors who will provide this resource to a counselor on a CDP or CIP shall schedule at least 30 minutes per week for this collaboration (barring emergencies or other urgent matters which conflict with collaborative time).

Any counselor receiving a “Developing” or “Ineffective” final rating shall be given an improvement plan.

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In the event a counselor on an improvement plan has not improved their performance to at least Effective on the domains subject to the CIP, University Prep may terminate and/or not re-hire for the following year. In this case, the following procedures will apply:

- a) The counselor will be given written notice of the termination on or before April 15th of that school year;
- b) The notice shall include the reason for the action and notification of an opportunity to appeal, pursuant to Articles 4 and 5 of this Agreement.

National Association for College Admission Counseling Competencies

The following competencies were taken from the National Association for College Admission Counseling. These standards will be used to assess a counselor’s effectiveness. Counselors will be evaluated on this list of standards two times a year.

The evaluation will be on the totality of these standards, but **standards in bold-face type will be a particularly important factor in administrative decisions regarding whether grade-level counselors will be given a Counselor Development Plan (CDP) or Counselor Improvement Plan (CIP).** *Standards in italicized type will be a particularly important factor in administrative decisions regarding whether college counselors will be given a CDP or CIP. Standards which are both bold-faced and italicized are particularly important for both grade-level and college counselors.*

Competency 1:

The Possession and Demonstration of Exemplary Counseling and Communication Skills

Indicators:

- Assist students in developing a sense of awareness and self-worth through personal exploration and goal-setting.

1	2	3	4
Ineffective	Developing	Effective	Highly Effective

- **Possess individual and group counseling and communication skills.**

1	2	3	4
Ineffective	Developing	Effective	Highly Effective

- Recognize individual differences among students, including their aptitudes, intelligence, interests and achievements.

1	2	3	4
Ineffective	Developing	Effective	Highly Effective

- **Assist students and their families in addressing personal, social, and emotional concerns and problems that may impede their educational development.**

1	2	3	4
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Ineffective Developing Effective Highly Effective

- **Demonstrate a mastery of communication skills that can be used in the following situations:**

- **Counseling students and families**
- **Disseminating information to students**
- **Motivating and informing colleagues and associates**
- **Making public and professional presentations**

1 2 3 4
Ineffective Developing Effective Highly Effective

- *Demonstrate an ability to negotiate and move individuals and groups towards consensus and/or conflict resolution.*

1 2 3 4
Ineffective Developing Effective Highly Effective

- *Establish productive linkages with college admission representatives.*

1 2 3 4
Ineffective Developing Effective Highly Effective

- **Recognize non-verbal indicators and cues and be able to bring crisis situations to a reasonable solution**

1 2 3 4
Ineffective Developing Effective Highly Effective

Competency 2:

The Ability to Understand and Promote Student Development and Achievement

Indicators:

- Possess knowledge of the psychology of children and young adults and their developmental and learning needs.

1 2 3 4
Ineffective Developing Effective Highly Effective

- *Assist students in the assessment of their individual strengths and weaknesses as they relate to academic achievement and postsecondary planning.*

1 2 3 4
Ineffective Developing Effective Highly Effective

- *Demonstrate the ability to counsel students in understanding the full range of educational and career options open to them and the requirements needed.*

1 2 3 4
Ineffective Developing Effective Highly Effective

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- ***Collaborate with teachers, administrators, and other educators in ensuring that appropriate educational experiences are provided that will allow all students to achieve success in their postsecondary pursuits.***

1	2	3	4
Ineffective	Developing	Effective	Highly Effective

Competency 3:

The Ability to Facilitate Transitions and Counsel Students Toward the Realization of their Full Educational Potential

Indicators:

- ***Provide information appropriate to the particular educational transitions (middle school to high school, high school to college) and assist students in understanding the relationship that their curricular experiences and academic achievements will have on subsequent educational opportunities.***

1	2	3	4
Ineffective	Developing	Effective	Highly Effective

- ***Demonstrate the ability to counsel students during times of transition, separation and heightened stress.***

1	2	3	4
Ineffective	Developing	Effective	Highly Effective

- ***Possess and demonstrate an understanding of the current admission requirements, admission opportunities, and application procedures employed by colleges and universities.***

1	2	3	4
Ineffective	Developing	Effective	Highly Effective

- ***Assist students in understanding the admission process and how colleges, universities, and other postsecondary institutions make admission decisions. This should include information about the relative importance of the following:***

- *Student achievement in college preparatory courses*
- *Class rank*
- *Admission test scores*
- *Counselor/teacher recommendations*
- *Essays or writing samples*
- *Interviews*
- *Work/extracurricular activities*

1	2	3	4
Ineffective	Developing	Effective	Highly Effective

- ***Develop a counseling network and provide tools and materials for use by students in personalizing the exploration of postsecondary education opportunities. For example:***

- *Individual and group college guidance sessions for students and parents*
- *Computerized guidance information systems*
- *Workshops on topics such as test taking, application procedures, and financial aid*

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- *College fairs and college days/nights*
- *College and career resources centers and libraries*
- *High school visits by college representatives*

1	2	3	4
Ineffective	Developing	Effective	Highly Effective

- Establish linkages with departing students and alumni so they will feel welcome to return for continued assistance and/or to share their transition experience.

1	2	3	4
Ineffective	Developing	Effective	Highly Effective

- *Assist students and their parents in understanding the costs of postsecondary education, the various forms of financial aid, and how they may access assistance. This information should include the following:*
 - *Student assistance application procedures*
 - *Grants, scholarship, and loans*
 - *Work-study programs*
 - *Financial planning programs*
 - *Other sources of financial assistance*

1	2	3	4
Ineffective	Developing	Effective	Highly Effective

Competency 4:

The Ability to Recognize, Appreciate, and Serve Cultural Differences and the Special Needs of Students and Families

Indicators:

- **Demonstrate an awareness of sensitivity to the unique social, cultural and economic circumstance of students and their racial/ethnic, gender, age and physical learning differences.**

1	2	3	4
Ineffective	Developing	Effective	Highly Effective

- **Possess and demonstrate the counseling and consulting skills that will facilitate informed and responsive action to the cultural differences and special needs of students.**

1	2	3	4
Ineffective	Developing	Effective	Highly Effective

- **Acquaint students with the school-based and outreach services and support systems designed to address their unique educational needs.**

1	2	3	4
Ineffective	Developing	Effective	Highly Effective

- **Seek to improve and extend services to underserved students, especially those who are underrepresented among postsecondary education institutions.**

1	2	3	4
Ineffective	Developing	Effective	Highly Effective

Competency 5:

The Demonstration of Appropriate Ethical Behavior and Professional Conduct in the Fulfillment of Roles and Responsibilities

Indicators:

- **Recognize the interests and well-being of the student as paramount in the counseling relationship.**

1	2	3	4
Ineffective	Developing	Effective	Highly Effective

- **Represent individual students, as well as their institutions, honestly, openly, and in accordance with accepted professional standards and protocol.**

1	2	3	4
Ineffective	Developing	Effective	Highly Effective

- **Demonstrate a knowledge of the school's particular educational philosophy and mission and develop a personal professional philosophy consistent with this objective.**

1	2	3	4
Ineffective	Developing	Effective	Highly Effective

- Engage in appropriate professional development and continuing education experiences to maintain the highest possible level of professional knowledge and skills

1	2	3	4
Ineffective	Developing	Effective	Highly Effective

Competency 6:

The Ability to Develop, Collect, Analyze and Interpret Data

Indicators:

- **Establish effective systems for conveying important data and information about students between educational levels.**

1	2	3	4
Ineffective	Developing	Effective	Highly Effective

- **Understand the proper administration and uses of standardized tests and be able to interpret test-related data to students, parents, educators, institutions and the public.**

These tests should include, but not limited to the following:

- *America College Test (ACT)*
- *Preliminary Scholastic Aptitude Test (PSAT)*
- *National Merit Scholarship Qualifying Test (NMQT)*
- *Scholastic Aptitude Test (SAT I)*
- *SAT II*
- *Advanced Placement Test*

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- *Career/vocational aptitude and interest instruments*
- *Tests of learning disabilities*
- *State/institutional tests (as applicable)*

1	2	3	4
Ineffective	Developing	Effective	Highly Effective

- ***Understand how individual and group data and statistics are used in building class and institutional profiles and constructing student transcripts.***

1	2	3	4
Ineffective	Developing	Effective	Highly Effective

- ***Understand and interpret forms and data-driven documents that are a part of the admission and financial aid processes.***

1	2	3	4
Ineffective	Developing	Effective	Highly Effective

- ***Free Application for Federal Student Aid***

1	2	3	4
Ineffective	Developing	Effective	Highly Effective

- ***College Scholarship Service/ Financial Aid Profile***

1	2	3	4
Ineffective	Developing	Effective	Highly Effective

- ***State and local scholarship forms/award letters***

1	2	3	4
Ineffective	Developing	Effective	Highly Effective

- ***Use historical application admission patterns and trends to assist students in gauging the appropriateness of their applications to particular colleges or universities.***

1	2	3	4
Ineffective	Developing	Effective	Highly Effective

Competency 7:

The Demonstration of Advocacy and Leadership in Advancing the Concerns of Students

Indicators:

- ***Advocate for the educational needs of students and work to ensure that these needs are addressed at every level of the school experience.***

1	2	3	4
Ineffective	Developing	Effective	Highly Effective

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- ***Providing training, orientation and assistance to faculty, administrators and staff to assist them in responding the educational development and pre-college guidance and counseling needs of students.***

1	2	3	4
Ineffective	Developing	Effective	Highly Effective

- ***Provide assistance to parents and families so that they will provide an informed and supportive environment in which students can become effective learners and achieve success in the pursuit of appropriate educational goals.***

1	2	3	4
Ineffective	Developing	Effective	Highly Effective

- ***Understand the political issues and climate of the school or college and work to improve and extend programs and services that strengthen the educational experiences of all students.***

1	2	3	4
Ineffective	Developing	Effective	Highly Effective

Competency 8:

The Ability to Organize and Integrate the Pre-college Guidance and Counseling Component into the Total School Guidance Program

Indicators:

- ***Promote the availability of a continuum of guidance and counseling experiences for all students addressing the pre-college guidance and counseling process at all levels.***

1	2	3	4
Ineffective	Developing	Effective	Highly Effective

- ***Conduct appropriate planning, design, research, and evaluation activities to ensure that all pre-college guidance and counseling services are maintained at an effective and relevant level.***

1	2	3	4
Ineffective	Developing	Effective	Highly Effective

Appendix C:

Performance Evaluation Process for Operations Associates, Operations Leads, and School Secretaries/Office Leads

Employee Name _____

Manager _____

Position _____

Evaluation Period _____ to _____

School / Dept _____

Date _____

Rate each item within each section using the rating system. Then, based on these ratings, determine the overall rating for each section. Section ratings will provide the basis for the Overall Rating. Please use 'N/A' if the category is not applicable.		Unsatisfactory Needs Improvement Satisfactory Very Good Outstanding Not Applicable						Use the space below to describe employee's strengths and weaknesses. Ratings of Unsatisfactory, Needs Improvement or Outstanding must be substantiated by comments. Indicate if a work plan will be developed.
		U	NI	S	G	O	N/A	
1. PRODUCTIVITY								
	Amount of work performed							
	Completion of duties and responsibilities							
	Overall Productivity							
2. QUALITY								
	Accuracy/Thoroughness							
	Verbal/ Written expression							
	Demonstrates initiative							
	Overall Quality							
3. WORK HABITS								
	Attendance/Punctuality							
	Compliance with University Prep policies and procedures							
	Effective planning and organization of work							
	Effective time management							
	Dependable & follows up on assignments							
	Overall Work Habits							
4. EFFECTIVE RELATIONS								
	Effective work relations with coworkers							
	Develops productive relationships with Administration, parents and students							
	Internal/External communications							
	Overall Effective Relations							
5. ADAPTABILITY								
	Performance in new situations							
	Performance in crisis situations or with unexpected demands							
	Performance with minimal instructions							
	Exercises independent judgment as required							
	Overall Adaptability							
6. MANAGERIAL ABILITY		Team Lead			Supervisor			
	Planning and assigning							
	Training and instructing							
	Evaluating performance of staff							
	Individual Leadership							
	Fairness and impartiality							
	Approachability & availability to staff							
	Ability to work within identified parameters of the department							
	Strategic leadership							
	Overall Managerial Ability							
OVERALL EVALUATION		U	NI	S	G	O	N/A	

Note: Additional comments should be attached.

Appendix C:

Performance Evaluation Process for Operations Associates, Operations Leads, and School Secretaries/Office Leads

This report is based on my observation and/or knowledge. It represents my best judgment of the employee's performance.

This report has been discussed with me. My signature acknowledges receipt of review only.

Supervisor Signature

Date

Employee Signature

Date

Rating Definitions

Use the following performance criteria to rate the employee's performance.

U – Unsatisfactory

Performance is below minimum acceptable standards and expectations and does not meet the demands placed upon his/her position. A workplan with specific milestones and a timetable is required for immediate improvement and continuing employment.

NI - Needs Improvement

Performance meets only the minimum standards, and is below that of other employees in the department. Improvement is expected and needed through developing a workplan with specific milestones and a timetable.

S - Satisfactory

Performance fully meets standards and expectations, and is AVERAGE when measured against other employees in the department. A general work plan may be developed to facilitate improvement.

G – Great

Performance notably EXCEEDS expectations and demands of the job on various occasions, and is at a higher level than that of other employees in the department.

O - Outstanding

Performance SIGNIFICANTLY and CONSISTENTLY EXCEEDS expectations and demands of the job, and is markedly superior than 90% or more of employees in the school.

N/A – Not Applicable

Performance Criteria does not apply to this position.

Appendix C:

Performance Evaluation Process for Operations Associates, Operations Leads, and School Secretaries/Office Leads

Performance Factor Definitions

Productivity
Amount of work performed: Defined by high productivity vs. low productivity. Handles workload efficiently and effectively and achieves production goals for self and/or staff.
Completion of duties and responsibilities: Completes work and projects on schedule. Demonstrates responsible handling of duties and deadlines. Diligent in completing work with minimal reminders.
Quality
Accuracy/Thoroughness: The thoroughness, accuracy, neatness and acceptability of the work completed. Pays attention to detail and maintains high standard of quality of work. Learns from previous mistakes.
Verbal/Written expression: Maintains a high standard of verbal/written communication. Able to successfully convey ideas and writes reports and memos which are clear and useful.
Demonstrates initiative: Demonstrated willingness to be proactive and make significant contributions with minimal direction. Seeks out new challenges and responsibilities.
Work Habits
Attendance/Punctuality: Overall attendance and adherence to work schedules, office hours and meeting requirements is acceptable. Follows protocols regarding attendance.
Compliance with Green Dot/School site policies and procedures: Adheres to established organizational and departmental protocols.
Effective planning and organization of work: Effectively manages assignments through setting of strategies and goals. Anticipates, identifies and takes action on problems. Demonstrates ability to track materials and work.
Effective time management: Manages priorities and time effectively. Puts in extra time and effort as needed when meeting deadlines and completing assignments.
Dependable and follows up on assignments: Being thorough in following through on assignments and projects in a reliable, trustworthy and timely manner.
Effective Relations
Effective work relations with coworkers: Contributes to a positive working environment. Manages conflicts and seeks resolution. Willingly helps and provides resources. Participates in joint goals and projects.
Develops productive relationships with Administration, parents and students: Establishes positive work relationships with stakeholders. Demonstrates ability to create and achieve desired outcomes.
Internal/External communications: Presents professional image internally and externally. Supports positive work relations.
Adaptability
Performance in new situations: Willing to try new concepts/techniques and quickly grasps essential elements of new assignments. Demonstrates flexibility.
Performance in crisis situations or with unexpected demands: Assesses situation and takes appropriate actions. Willing to modify approaches in dealing with different situations and different persons. Demonstrates problem-solving abilities.
Performance with minimal instructions: Able to determine course of action with minimal directions. Provides recommendations and operates within structural and budgetary parameters of the organizations.
Exercises independent judgment as required: Uses knowledge, experience, common sense and ethical standards to respond to varied situations. Weighs options and consequences before choosing a course of action in problem-solving.

Appendix C:

Performance Evaluation Process for Operations Associates, Operations Leads, and School Secretaries/Office Leads

Managerial Ability
Planning and assigning: Plans, organizes, delegates and supervises effectively. Assesses resources and provides sound leadership/guidance. Ensures smooth transition of work, products or responsibilities between staff.
Training and Instructing: Provides training and requisite instruction to employees. Develops appropriate training materials and resources.
Evaluating performance of staff: Gives timely and constructive feedback to employees. Ensures accountability of each employee in following University Prep protocols, policies and procedures. Escalates issues when necessary and monitors issues with appropriate documentation.
Individual Leadership: Leads by example. Takes informed risks. Stretches for higher levels of performance. Able to determine pros and cons and make the most appropriate decisions within parameters of authority.
Fairness and impartiality: Promotes respect, honesty, integrity and fairness to all in the development of teams and employees within the unit.
Approachability and availability to staff: Promotes two-way communication and is accessible to staff when needed. Champions change.
Ability to work within identified parameters of the department: Able to work within departmental processes. Looks at overall system and provides suggestions on how to improve it.
Strategic leadership: Creates and achieves desired outcomes and goals through influence on organizational values, individual and group goals, processes and procedures. Develops and implements strategies.