

**AGREEMENT**

**between**

**LEAP Academy University Charter School Board of Trustees**

**and**

**The LEAP Academy Teachers Association**

**July 1, 2013 – June 30, 2016**

**Adopted per  
Memorandum of Agreement (“MOA”)  
dated on  
June 19, 2013**

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**PREAMBLE**

This Agreement entered into this 6th day of August, 2013 by and between the Board of Trustees of the LEAP Academy University Charter School (hereinafter referred to as "The Board") and the LEAP Academy Teachers' Association (hereinafter referred to as "The Association".)

**WITNESSETH**

The Board and the Association do hereby agree that the welfare of the children of LEAP Academy University Charter School (hereinafter referred to as "LEAP Academy") is paramount in the operation of the school and will be promoted by both parties. The parties do hereby agree as follows:

**MISSION**

The mission of the LEAP Academy is to enhance opportunities for the children and families of Camden through the collaborative design, implementation, and integration of education, health, and human services programs and through community development.

**ARTICLE I**

**RECOGNITION**

A. The Board hereby recognizes the Association as the exclusive representative for the purpose of collective negotiations of all regularly employed professional employees employed by the Board, including certified teachers, school nurses and school librarians. Specifically excluded are Administrators, Managerial Executives, per-diem substitutes, instructional assistants, clerical and administrative support staff, confidential employees and supervisors within the meaning of the N.J. Employer Employee Relations Act and police employees, casual employees, craft employees and all other personnel not specifically included above.

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B. Whenever the word "employee" is used in this agreement, it shall be deemed to mean all personnel in the bargaining unit covered by this agreement. Whenever the term "teacher" is used in this agreement, it shall be deemed to mean only the certified personnel in the bargaining unit covered by this agreement who are required by law to be certified by the State Board of Examiners for their positions.

C. Reference to males shall include females, and reference to females shall include males.

## ARTICLE 2

### PRINCIPLES

A. Attaining Objectives: The primary focus of the Board and all personnel and community stakeholders is the attainment of the organizational mission and objectives set forth by the LEAP Academy. These objectives focus on preparing our students academically with the knowledge and skills to pursue a post-secondary education; providing an environment where all members of the educational community are committed to continuous growth and development toward high academic standards; providing opportunities to become partners in building a positive, collaborative and nurturing community. Essential organizational elements in fulfilling our Charter are: an extended day and year instructional program; college preparatory curriculum; extensive professional development for teachers, staff and parents; parental engagement at all levels; high standards for teaching; holistic environments and comprehensive services; and strong accountability. A free and open exchange of views is paramount to the attainment of these objectives.

B. Representation: The Board, or its designated representatives, shall meet with the representatives of the Association to negotiate and to reach agreement on salaries and terms and conditions of employment.

### ARTICLE 3

#### PROCEDURE FOR MEETINGS

- A. Directing Requests: Requests for meetings regarding terms and conditions of employment or other items of mutual concern from the Association normally will be made directly to the Board Liaison. Requests from the Board Liaison or the Board or their representative will be made to the President of the Association. A mutually convenient meeting date shall be set within thirty (30) days of the date of the request, if possible.
- B. Meetings: Meetings composed of members of the Association negotiating committee, the Board and their designees shall be mutually scheduled. Members of the committee shall be released from school duties to attend those meetings which are mutually scheduled to take place during the workday. Meetings shall be scheduled to least interfere with school duties.
- C. Assistance: The parties may call upon professional and/or lay representatives of their choice to consider matters under discussion and to make suggestions.

### ARTICLE 4

#### NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with N.J.S.A. 34:13A-1 et seq. in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment of the employees covered by this agreement.
- B. Neither party in any negotiation shall have any control over the selection of negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make non-binding proposals, consider proposals and make non-binding counterproposals in the course of negotiations, provided it is

expressly understood that such proposals and counter-proposals must be thereupon submitted to the Board and the Association respectively for ratification and approval.

C. 1) Representatives of the Board and the Association's negotiating committee may meet as required for the purpose of reviewing the administration of the Agreement, and to resolve problems that may arise.

2) All such meetings between the parties shall be mutually scheduled, whenever possible, to take place when the teachers involved are free from assigned instructional responsibilities, unless otherwise agreed.

3) Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing to be signed by the Board and the Association.

D. The Board agrees not to negotiate concerning the terms and conditions of employment of the employee in the negotiating unit, as defined in Article 1 – Recognition of this agreement, with any organization other than the Association for the duration of this Agreement.

E. This Agreement incorporates the entire understanding of the parties on all matters which have been the subject of negotiation.

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

## ARTICLE 5

### MEMBER RIGHTS

A. Pursuant to N.J.S.A. 34:13A-1 et seq., the Board hereby agrees that every employee of the Board shall have the right freely to organize, join, and support the Association and its affiliates for the purpose of engaging in collective negotiations and other lawful activities for mutual aid and protection, or refrain therefrom.

B. Evaluation of students. The teacher shall maintain the primary right and responsibility to determine the grades and other evaluations of students within the grading policies of the LEAP Academy based upon his/her professional judgment of available criteria, pertinent to any given subject area or activity for which s/he is responsible. A grade or evaluation may be changed by an Administrator provided a consultation has taken place between the Administrator and Teacher.

C. All bargaining unit vacancies shall be posted on a bulletin board in the School. It is understood that all appointments are at the Board's discretion. Nothing herein precludes the Board from making interim or "acting" appointments during any posting period.

#### **ARTICLE 6**

#### **BOARD'S RIGHTS**

A. The Board reserves to itself all rights and responsibilities of management of the school and full jurisdiction and authority to make and revise by-laws, policy, rules, regulations and practices in furtherance thereof. By way of illustration and not by way of limitation of the rights and responsibilities of the Board are the rights to the executive management and administrative control of the school, its properties and its facilities; to adopt and modify rules and regulations for the operation of the school including the length and hours of the school day and year; to hire, assign, transfer and determine the number of employees; to take disciplinary action in accordance with law and this agreement; to reduce the size of the work force; to determine the methods and means of instruction and the duties, responsibilities and assignments of its employees; to create and/or abolish positions in accordance with law; to maintain the thoroughness and efficiency of the school; to introduce new or improved methods and means of



delivering education; and to take whatever other action it deems necessary to accomplish the mission of the school.

B. The exercise of the foregoing powers, rights, authority, duties or other responsibilities of 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 express terms of this agreement.

C. Nothing contained herein shall be construed to deny or restrict the Board in its exclusive right to administer itself and control the work of its personnel, nor to deny or restrict the Board in any of its rights and authority under any national or state law.

D. Any right granted to the Board by statute, tradition or practice shall be considered a Board right as if fully set forth herein.

#### ARTICLE 7

#### GRIEVANCE PROCEDURE

A. Definitions

The term "grievance" means a complaint or claim that there has been an improper application, interpretation or violation of any term or provision of this agreement, administrative decision or Board policy affecting employees' terms and conditions of employment. A "grievant" is the employee or employees, or the Association, making the claim on behalf of the employee or group of employees or the Association on its own behalf.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, solutions to the problem which may, from time to time, arise affecting employees' terms and conditions of

employment. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Filing a grievance.

A grievance may be filed by the Association or any individual employed by the Board covered by this Agreement. Any grievance must be lodged at the proper initiating level within twenty (20) school days from the occurrence of the event or when the grievant knew or should have known of the event. Failure to adhere to this time limit is an absolute bar to its filing.

2. Failure to communicate a decision or appeal.

Failure at any step to communicate the decision on a grievance within the specified time limitations will constitute a denial of the grievance at that step of the procedure. Failure to appeal an answer which is deemed to be unsatisfactory by the Association within a specific time limitation will be deemed to constitute an acceptance of the Board's decision.

3. Level One - Informal attempt to resolve a complaint.

An individual who has a complaint shall discuss it first with the Building Principal at Building Level in an attempt to resolve the matter informally.

4. Level Two - Chief School Administrator.

If, as a result of the discussion, the matter is not resolved to the satisfaction of the complainant within five (5) school days of its presentation to the Building Principal, he/she will set forth his/her grievance in writing to the Chief School Administrator within ten (10) school days, with a copy to the Director of Personnel and Administrative Services, specifying:

- a. The basis for the employee's dissatisfaction with the decision previously rendered.

- b. The nature and extent of the injury, loss, or inconvenience; and
- c. The relief sought.

The grievant will identify the contract clause, policy, or administrative decision which is being grieved. The Chief School Administrator will communicate his/her decision to the grievant in writing within ten (10) school days of receipt of the written grievance. If there is no informal discussion with the Building Principal pursuant to Paragraph C.3, above, the grievance shall be presented in writing to the Chief School Administrator pursuant to Paragraph C.1, above.

5. Level Three – Personnel Committee of the Board of Trustees

If the grievance is not resolved to the grievant's satisfaction, the grievant may request, no later than five (5) school days after the receipt of the Chief School Administrator's decision, a review by the Personnel Committee of the Board of Trustees. The request will be submitted in writing together with the Level Two written complaint and subsequent response issued by the Chief School Administrator, who will forward the request to the Personnel Committee. The Personnel Committee will review the grievance and may, at the option of the Committee, hold a hearing with the grievant within thirty (30) calendar days of the receipt of the grievance by the Board. Within five (5) days following the hearing the Committee will provide the employee with a written response to the grievance. The Personnel Committee shall not be required to give reasons for its decision. The Personnel Committee's decision shall be final in all cases not involving the express terms of this agreement.

6. Level Four – Arbitration

In the cases of those grievances involving a violation or interpretation of the express terms of this agreement only, if the decision of the Personnel Committee does not resolve the grievance to the satisfaction of the grievant, notice of the intention to proceed to arbitration will

be given to the Board through the Chief School Administrator within ten (10) work days after the receipt of the decision which is being appealed.

Any such contractual grievance not resolved by timely resort to the foregoing procedure will be subject to arbitration initiated and conducted under the rules of the New Jersey Public Employment Relations Commission. Only those grievances which arise under the express written terms of this Agreement may be submitted to arbitration. The arbitrator will limit him/herself to the issues submitted to him/her. He/she can add nothing to or subtract anything from nor modify the Agreement between parties or any policy of the Board. The opinion and award will be final and binding. Only the Board, the aggrieved and the Association will be given copies of the arbitrator's opinion and award. This will be given within thirty (30) calendar days of the completion of the arbitration hearings.

7. Separate Grievance File

All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

8. Meetings and Hearings

No meeting or hearing conducted under this procedure will be public. The only parties in attendance will be the grievant and the Board and their respective representatives. Should any meeting or hearing be mutually scheduled during the work day, the grievant and/or his/her representative shall suffer no loss in pay.

9. Extension of Time

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

D. General Guideline on Grievances

1. The decision of the Chief School Administrator of his/her designee on the following subjects shall be final, and such decisions are not subject to appeal to the Personnel Committee or beyond:

- a. Any matter for which a method of review is prescribed by law; or
- b. Any rule or regulation of the State Commissioner of Education; or
- c. By-laws of the Board of Trustees; or
- d. Any matter which, according to law, is either beyond the scope of the Board of Trustees' authority or limited to action by the Board of Trustees alone;  
or
- e. A complaint of any eligible member of the bargaining unit non-tenured faculty or staff, which arises by reason of not being re-employed or being terminated pursuant to the terms of his/her individual employment contract; or
- f. A complaint by any certificated personnel occasioned by lack of appointment to or lack of retention in any position for which tenure is either not possible or not required; or
- g. Any grievance not arising directly from an interpretation of the Academy's policies or the employment contract.

Grievances arising under the school laws, which are excluded from these grievance procedures, may be subject to review and consideration by the State Commissioner of Education.

2. An employee may represent himself/herself at all stages of the grievance procedure or, at the employee's option, may be represented by an individual selected by the employee.

3. The employee and LEAP Academy may extend the time frames in this procedure by mutual agreement. Absent such agreement, if LEAP Academy fails to respond within the specified time limits, the employee may proceed to the next step. Likewise, if the employee does not appeal any decision to the next step within the specified time limits, this action will constitute acceptance of the decision rendered at that step.

4. During and notwithstanding the pendency of any grievance, employees must continue to perform all assignments and observe all applicable policies and procedures of the School until such grievance and any effect thereof shall have been fully determined.

5. Costs:

a. The School and the employee each will pay all of their own costs incurred in relation to the grievance.

b. The fees and expenses of the Arbitrator will be shared equally by the Association and the School.

6. The Employee will not lose any pay for time spent during the normal workday attending mutually scheduled grievance meetings or arbitration proceedings.

ARTICLE 8

SALARY & WAGES

A. General

1. Salaries that are set upon initial employment are subject to agreement between the Board or its designee and the individual employee. However, the minimum annual salary for newly hired teaching staff members shall be \$49,000.00.

2. Credit for any part or prior service will be determined by the Board.

3. Prior Service – is defined as total number of creditable full school years, exclusive of local service, as defined below, including all public school, public college and university professional experience. A full school year is one in which the faculty or staff started not later than ten (10) days after the opening of school and continued working through the end of the school year.

4. Local Service – is defined as total number of creditable years of service to the LEAP Academy University Charter School. A minimum of nine (9) months of local service shall be required to gain a year's creditable service within the particular school year. Such service may be counted only toward establishing continuous local creditable years.

5. Credit for Peace Corps, Vista and National School Corps service may be granted at the discretion of the Board for purposes of initial salary placement.

6. Credit for vocational trade experience may be granted for purposes of initial salary placement provided that the trade experience is relevant to the position for which the employee is being hired.

7. Only local continuous teaching experience may be considered as creditable service on a non-degree track while an emergency certificate is held.

8. LEAP reserves the right to employ faculty or staff with public, private school, or vocational teaching experience above the agreed upon base salary of \$49,000.00 in its sole discretion.

**B. Annual Wage Increases**

All wage increases for bargaining unit members shall be made in accordance with the Performance Evaluation and Compensation Plan attached as Appendix A of this Agreement.

**C. Additional Salary Increases Based Upon Earned Educational Credits**

The following procedures are used by the Board in determining an eligible employee's initial salary upon employment with LEAP or an employee's eligibility for a pay increase during employment based upon the completion of additional credit hours at the graduate or doctoral levels. Salaries in subsequent years of employment are determined pursuant to the Performance Evaluation and Compensation Plan (Appendix A).

1. The minimum salaries for certified teaching staff members entering LEAP with more than fifteen (15) credits earned toward a graduate degree will be set forth as follows:

- a. BA and Certification + 15 graduate credits - \$49,500.00.
- b. Masters Degree and Certification - \$50,500.00.
- c. Masters Degree + 15 graduate credits - \$51,000.00.
- d. Ph.D. or Ed.D. - \$51,500.00.

2. a. The adjustment of salaries for currently employed teaching staff members, based on completion of additional educational levels, will be completed as follows:



- i. BA and Certification + 15 graduate credits - \$500.00.
  - ii. Masters Degree and Certification - \$1,500.00 (inclusive of any adjustment made in (i) above).
  - iii. Masters Degree + 15 graduate credits - \$2,000.00 (inclusive of any adjustment made in (i) and (ii) above).
  - iv. Ph.D. or Ed.D. - \$2,500.00 (inclusive of any adjustment made in (i), (ii) or (iii) above).
  - v. National Teaching Board Certification - \$1,000.00 (in addition to any of the adjustments outlined above).
- b. To qualify for the BA+15 and MA+15 status, employees must have acquired the additional educational credits at the graduate level, after being granted the highest degree. These credits will be verified by an official transcript and they will be in the applicable faculty or staff member's field or subject discipline, subject to the approval of the Personnel Committee.
- c. Employees who qualify for an additional base salary increase for having earned BA+15 to MA+15 status, shall have their base salary adjusted in September, provided that notification is submitted to the Chief School Administrator's office before September 30. Notice after October 1 will result in the salary adjustment being applied to the teacher's base salary the following contract year.
- d. Employees receiving a Doctoral degree will, as of the first day of the succeeding month, receive the corresponding salary adjustment for having received a Doctoral degree.

e. Employees who satisfactorily complete an approved work-related training course will be eligible to receive credits towards educational credit advancement, subject to the same procedures applicable to the educational credits. This provision excludes workshops or in-services for which unit members are compensated to attend.

D. Travel

Members of the bargaining unit who are required to use their own automobiles in the performance of their duties will be compensated at the rate determined by the Internal Revenue Service for personal automobile usage for employment purposes. To be eligible for reimbursement, the Chief School Administrator must grant approval prior to an employee using his own automobile for the performance of work related duties.

E. Extracurricular Stipends

Employees serving in the following positions shall receive stipends:

POSITION

HS Girls Field Hockey Coach	\$5,000
Girls Varsity Basketball Coach	\$5,000
Girls JV Basketball Coach	\$3,000
Boys Varsity Basketball Coach	\$5,000
Boys JV Basketball Coach	\$3,000
Baseball Varsity Coach	\$5,000
Baseball JV Coach	\$3,000
Softball Varsity Coach	\$5,000
Softball JV Coach	\$3,000
Cheerleading Coach	\$5,000
Senior Class Advisor	\$2,500
Junior Class Advisor	\$1,000
Sophomore Class Advisor	\$ 750
Freshman Class Advisor	\$ 500
Yearbook	\$1,000
Lead Teacher	\$5,000

Any Varsity Head Coach with three (3) or more consecutive years of coaching experience in a given sport shall earn \$7,000 in lieu of the stipend listed above.

Coaching stipends for any additional sports added by LEAP during the term of this collective negotiations agreement shall be determined based upon recommendations of the Chief Academic Officer to the Board of Trustees and final Board approval.

Extended Instruction Rate including tutoring - \$30 per hour approved for certificated faculty members.

Homebound Instruction Rate - \$45 per hour approved for certificated faculty members.

## ARTICLE 9

### HEALTH INSURANCE BENEFITS

A. LEAP Academy will provide all eligible members of the bargaining unit regularly working thirty-seven and one half (37.5) hours per week or more, with hospitalization and medical insurance through any carrier chosen by LEAP Academy. Employee contributions to the health insurance plan shall be made through employee payroll deductions in accordance with Chapter 78, P.L. 2011.

B. LEAP Academy will provide all eligible members of the bargaining unit regularly working thirty-seven and one half (37.5) hours per week or more with a prescription drug insurance program through any carrier chosen by LEAP Academy. LEAP Academy will pay 100% of the premium cost for employees and their eligible dependents.

C. LEAP Academy will provide all eligible members of the bargaining unit regularly working thirty-seven and one half (37.5) hours per week or more with dental insurance through any carrier chosen by LEAP Academy. LEAP Academy will pay 100% of the premium cost for individual employees and their eligible dependents.

D. LEAP Academy will provide all eligible members of the bargaining unit regularly working thirty-seven and one half (37.5) hours per week or more with optical insurance through

any carrier chosen by LEAP Academy. LEAP Academy will pay 100% of the premium cost for individual employees and their eligible dependents.

B. LEAP Academy intends to provide adequate health insurance coverage for all eligible members of the bargaining unit. The Board of Trustees reserves the right to change carriers, co-payments, deductibles, and all other elements of the plan at any time.

## ARTICLE 10

### SICK LEAVE

A. The primary purpose of sick leave is to provide continuance of income and benefits while you are incapacitated due to illness. All full time members of the bargaining unit shall be entitled to eleven (11) days of sick leave, which are to be used only for occasions when the individual or the individual's child is ill or has been injured. LEAP Academy may require any employee to submit a doctor's note in connection with any such absence. For all illnesses beyond five consecutive days, a doctor's note or certificate must be supplied unless waived by the Chief School Administrator.

B. Sick Leave is defined as the absence from his or her post of duty by any faculty or staff due to illness or injury, or because he or she has been excluded from school by LEAP Academy's medical authorities on account of a contagious disease or of being quarantined for such a disease in his or her immediate household.

C. An employee whose contract is effective after the beginning of the school year shall be allowed one day of sick leave for each remaining month of the contract period.

D. Unused sick leave may be carried over to subsequent years.

E. If a member of the bargaining unit is absent from school due to a personal injury caused by an accident arising out of his or her employment, the members will contact the Chief School

Administrator and apply for a medical leave. The Employee must provide a medical certification of disability and may also be subject to medical examination by the Board's identified doctor(s).

F. Any employee who is absent more than his/her number of available sick days may receive a per diem reduction in their pay for each additional day of absence.

## ARTICLE 11

### PERSONAL LEAVE

A. Subject to paragraph B, below, after completing ninety (90) days of employment in the academic year, unit members shall be granted up to three (3) paid personal leave days each school year. Except in extreme emergency, employees are required to provide at least five (5) work days advance written notice to the Chief School Administrator of any personal leave request. The decision to grant such request is within the absolute discretion of the Chief School Administrator. Except in extreme emergency, such requests are not to be granted from the beginning of the academic year through September 15<sup>th</sup> of any academic year. Personal leave time cannot be accumulated or carried from one academic school year to the next.

B. All eligible members of the bargaining unit shall be granted an unpaid leave of absence not to exceed one (1) calendar week upon the occasion of his/her own wedding. Payroll deductions for this absence shall be in accordance with standard payroll procedures, and with rates set for absences.

C. All requests for permission to be absent for a period of time in excess of ten (10) days must be made in writing to the Chief School Administrator and submitted for the Board's review and approval.

D. Employees who are required to serve jury duty shall received their full salary for the day(s) served on days when school is open, and remit to LEAP Academy the amount of their jury

pay. Employees must notify the Chief School Administrator immediately upon receipt of a Summons for jury service.

E. Personal days will not be approved the day before or the day after a holiday. The only exception is in extreme emergencies, which will be determined by the Chief School Administrator.

F. Half days will not be approved unless it is a medical emergency. Proof of the emergency must be submitted upon returning to duty.

G. If an employee is absent the day before or after a holiday, they must submit a doctor's note.

H. Employees hired after March 1<sup>st</sup> of any academic year will not be entitled to any personal leave days for that academic year.

I. Personal leave days are non-accumulative.

J. Effective July 1, 2003, in accordance with N.J.S.A. 18A:31-2, full-time teaching staff members may attend the N.J.E.A. convention at no loss in pay for up to two days. The Board may adjust the calendar as a result of staff absences on those days.

K. Employees who enter active duty within the Armed Forces of the United States will be placed on unpaid military leave and will be eligible for re-employment in accordance with applicable laws. The employee must apply for re-employment immediately upon discharge.

**ARTICLE 12**

**BEREAVEMENT LEAVE**

- A. In the event of the death of an eligible employee's husband or wife, mother or father, son or daughter, brother or sister, or resident member of their immediate household, an employee may be granted paid leave for up to five (5) consecutive workdays. Such leave will commence no later than three (3) days after the date of death. The use of other leave time shall not extend the available funeral leave time under this provision.
- B. Employees may be granted paid leave for up to three (3) consecutive workdays in the event of the death of the employee's father-in-law, mother-in-law, grandparents or great-grandparents, under the same terms as discussed above.
- C. Employees may be granted paid leave of one (1) workday to attend the funeral of the employee's aunt, uncle, niece, nephew, first cousin, or any in-law not covered by the preceding paragraphs, when such funeral services occur on a school day.
- D. Employees may be allowed to attend the funeral of a co-worker or student without loss of pay upon receiving such permission from the Chief School Administrator.

**ARTICLE 13**

**SABBATICAL AND OTHER PROFESSIONAL LEAVES**

**SABBATICAL**

- A. An eligible member of the bargaining unit may be granted a sabbatical leave of absence after seven (7) years of continuous employment with LEAP Academy.
- B. The main purpose of sabbatical leave is for professional advancement.

C. Eligible members of the bargaining unit who submit a program of study for a sabbatical leave and receive approval shall undertake a full program. For purposes of this Article, "full program" shall be defined as a minimum of twelve (12) hours of graduate study per semester.

D. No more than one (1) member of the bargaining unit may be granted sabbatical leave during any school year.

E. Application for Sabbatical Leave:

1. A written application must be filed with the Chief School Administrator no later than January 1, preceding the school year for intended leave.

2. The application must include an attached written statement setting forth the purpose of the leave, plans of the activity to be pursued, the nature of the proposed course of study and subjects, the area of study, and the anticipated value of the experience to the individual in improving his/her professional competency and ability to serve LEAP Academy.

3. The application is to be submitted to the Chief School Administrator and is subject to approval by the Board, in its discretion.

F. Reimbursement will be as follows:

1. If approved, reimbursement will be granted at the rate equal to fifty percent (50%) of the salary the employee would have received if he/she remained on duty.

2. Payment or reimbursement will be made in accordance with regular payroll dates and procedures.

G. While on leave, employees shall not engage in gainful employment except upon written approval by the Board. Scholarships and fellowships do not constitute gainful employment.

H. All sabbatical leave time shall be recognized for the purposes of pension eligibility and all other employee benefits.



I. General conditions governing sabbatical leave are:

1. Five (5) full years must pass after the first sabbatical before an employee may become eligible for another.

2. The employee shall agree in writing to return to his/her position (or a comparable one) with LEAP Academy for a period of at least three (3) consecutive years following completion of his/her sabbatical leave. In the event the employee does not return, he/she shall reimburse LEAP Academy for the amount of money received while on sabbatical leave.

OTHER PROFESSIONAL LEAVES

A. A leave of absence without pay of up to one (1) year may be granted to any eligible member of the bargaining unit who joins the Peace Corps, National Teachers Corps, or serves as an exchange teacher or overseas teacher, and is a full-time participant in either of such programs, or accepts a Fulbright Scholarship.

B. Tenured bargaining unit members may be granted a leave of absence without pay for up to one (1) year to teach in an accredited public college or university.

C. The Board may grant a leave of absence without pay to any employee to serve in a public office.

D. The Board may grant a paid leave of up to ninety (90) calendar days for any employee who qualifies as a member of the United States team for the Olympic or Pan-America games, for purposes of preparing for and participating in competition.

E. Other leaves of absence without pay may be granted by the Board in its sole discretion.

F. 1. Upon return from a personal leave granted pursuant to this Article, a tenured employee shall be considered as if actively employed by LEAP Academy during the leave,

provided, however, that time spent on personal leaves shall not count or accrue towards seniority or any of the benefits which are or contingent on increased seniority.

Requests for personal leave are subject to the approval of the Chief School Administrator or the Board. This provision shall be applied consistent with any applicable statutes and regulations.

2. All other benefits to which employees were entitled at the time the leave of absence commenced, including unused accumulated sick leave, shall be restored upon return, and every effort shall be made to assign the employee to the same position which was held at the time said leave commenced, if available.

Employees must apply for any extensions or renewals or personal leaves in writing.

#### **ARTICLE 14**

#### **EXTENDED LEAVES OF ABSENCE**

#### **FAMILY, CHILD REARING AND MEDICAL LEAVE**

Employees may be eligible for family or medical leave under LEAP Academy policy, after working for LBAP Academy for at least one year.

#### **Procedure:**

A. **Family Leave** – Eligible employees who worked at least 1000 hours in the twelve (12) month period immediately prior to the first day of leave, may request up to twelve (12) weeks of unpaid family leave in any twelve (12) month period to care for an immediate family member (parent, parent in-law, child, spouse) suffering from a serious medical condition which renders the immediate family member unable to work, attend school, or to care for him/herself.

Employees are required to give as much advance notice as possible prior to taking leave, except in emergency situations, and will be required to submit a medical certification from a physician documenting the serious medical condition of the immediate family member. LEAP

Academy will provide forms for completion for this purpose. Leave may be consecutive or intermittent, at the mutual agreement of the employee and the Chief School Administrator or his/her designee.

**B. Child Rearing Leave** – Application for leave for child rearing purposes shall be in accordance with the following, to eligible unit members (who worked at least 1,000 hours in the twelve (12) month period immediately prior to the first day of leave). The time frames of the actual leave shall be deemed inclusive of any family leaves taken under this policy.

1. In the case of a birth of a child, any employee shall have the right to apply for a leave without pay for child rearing purposes.
2. In cases where both husband and wife may be employees in this school system, only one of said persons shall be entitled to such leave.
3. In the case of female employees, the application for child rearing leaves may be made to become effective immediately upon the termination of the pregnancy leave.
4. Child rearing leave may be granted for a period of up to the end of the school year in which the birth of the child occurs, but such leave may, at the option of the Board, upon the request of the employee, be extended for one additional year. Requests for extensions of such leaves must be made at least three (3) months prior to the expiration of the first period thereof.
5. Where the birth of a child is anticipated during the first month of a school year and a child rearing leave is being requested, the child rearing leave must commence at the start of the school year.
6. Where a child rearing leave is requested, and not part of the employee's Family Medical Leave Act (FMLA) or New Jersey Family Leave Act (NJFLA) Leave, the employee

requesting such leave shall not be permitted to return to the school system following such leave during the last month of the school year.

7. Applications for child rearing leaves shall be filed at least three (3) months before the anticipated birth of the child.

8. Where an employee who has been granted a child rearing leave returns to the system at any time other than the start of the school year, such employee may be assigned to any position decided upon the Chief School Administrator so long as such assignment is within the certification of such employee, it being the purpose of such assignment not to interfere with or disrupt the instruction of the students particularly where such students may have commenced their instruction with an employee who was assigned to such students at the start of the school year.

9. Anything to the contract notwithstanding, a child rearing leave granted to a non-tenured employee need not be extended beyond the end of the contract school year in which the leave is obtained.

10. The dates for the commencement and termination of child rearing leaves shall in all cases be subject to and based upon a finding and determination by the Board that such leaves will not substantially interfere with the administration of school or with the education of the pupils.

11. Any employee adopting an infant child may receive similar leave on the terms set forth above except the application for such leave shall be made at least four (4) months prior to the anticipated custody date. Leave will commence with the pay period immediately preceding the employee's receiving de facto custody of the child or earlier if necessary to fulfill the requirements for adoption.

C. **Medical Leave** - Eligible employees who worked at least 1250 hours in the twelve (12) months immediately prior to the first day of leave, and who are suffering from a serious medical condition which renders them unable to work, may request up to twelve (12) weeks of unpaid leave in any twelve (12) month period. A serious health condition is defined as in-patient care at a hospital, hospice, or residential medical facility, or continuing care by a doctor of medicine or osteopathy. Leave may be taken consecutively or intermittently. Employees will be required to submit a medical certification from a licensed physician documenting the serious medical condition using a form supplied by LEAP Academy. Requests should be submitted at least thirty (30) days prior to starting leave, if possible.

D. **Rights Under Family Leave** - Employees taking an approved family leave or child rearing leave will be entitled to reinstatement to their former position, or to another position of substantially equivalent compensation, benefits, status and responsibility, if they return from the leave on the agreed upon date and the entire leave lasts no more that twelve (12) weeks (\*In the case of family leave only).

Throughout an approved family leave of absence, the School will continue medical insurance coverage for the employee under the same terms which medical insurance coverage was offered prior to the leave.

If an employee fails to return to work on the scheduled expiration of the leave of absence, without obtaining an extension, LEAP Academy will exercise its rights to recover from the employee the premium cost which the School paid for the employee's health insurance coverage during the length of the leave, and will treat the employee's action as a voluntary resignation without notice. Employees seeking an extension of an approved leave must submit their request to the Chief School Administrator or his/her designee at least two (2) weeks prior to expiration of

the approved portion of the leave. Employees who fail to return to work at the scheduled expiration of the leave of absence may forego any right to continued employment with LEAP Academy.

**E. Rights Under Medical Leave** – Employees taking an approved medical leave of absence will be entitled to reinstatement to their former position, or to another position of substantially equivalent compensation, benefits, status or responsibility, if they return from a leave on the agreed upon date (including any approved extension), and the entire leave lasts no longer than twelve (12) weeks.

Throughout an approved medical leave of absence, LEAP Academy will continue medical insurance coverage for employees under the same terms which medical insurance coverage was offered prior to the leave.

If an employee fails to return to work upon the scheduled expiration of the leave or absence for reasons other than a documented continuous serious health condition, LEAP Academy will exercise its right to recover from the employee the amount of the premium cost which LEAP Academy paid for the employee's health insurance coverage during the term of the medical leave, and will treat the employee's action as a voluntary resignation without notice. Employees who fail to return to work at the scheduled expiration of the leave of absence may forego any right to continued employment with LEAP Academy.

**F. Salary Continuation During Family or Medical Leave** – Family and medical leave generally is unpaid. In an effort to allow employees to continue to receive full pay while absent on an approved medical leave, LEAP Academy will apply available sick and personal days.

**ARTICLE 15**

**WORK YEAR**

- A. Bargaining unit members are considered to be ten (10) month employees. Employees shall work 200 days.
- B. Incumbent teaching faculty will be required to attend three days and employees who are new to LEAP Academy are required to attend up to five (5) additional days of orientation prior to the beginning of the school year, as determined by LEAP Academy. All new employees will attend an employment orientation session which will include a review of your primary duties and hours of employment, a tour of the facility, distribution of the employee handbook, distribution of health insurance information, and completion of personal data, payroll and IRS forms.
- C. All faculty attending the required orientation prior to the beginning of the school year, as determined by LEAP shall be compensated at the rate of \$200.00 per day.

**ARTICLE 16**

**TEACHING HOURS AND WORK LOAD**

A. General Provisions

The normal daily assigned time for all teaching faculty and other employees shall not exceed seven and one half hours (7.5) hours per day, inclusive of a duty free lunch period, as scheduled by LEAP Academy. The daily work day shall be from 8:30 am to 4:00 pm. The instructional day shall begin promptly at 8:30 am. Employees may be requested to attend Board meetings, faculty meetings or school events in the evening. If an employee has a special project or program which occurs regularly in the evening and which has been authorized by the Board, that employee may be eligible for an allowance of time off at the discretion of the Chief School Administrator. All employees may leave the building without obligation during their duty-free

lunch period; however, they must sign in and out at the main office to do so. Teaching Faculty may not leave the building during preparation or planning periods. If there is a need to take care of an emergency, permission must be obtained from the Chief School Administrator.

**B. Preparation Time**

Because of the unique character and variety of tasks required of faculty, they must spend time in addition to the regularly scheduled teaching hours, performing required school business, including but not limited to classroom preparation and contribute to school duties such as hall duty, bus duty, playground duty, parent/guardian-faculty conferences, meetings, administrative tasks, assistance with program planning, necessary discussions with parents/guardians and Board members, parent/guardian education, and writing newsletter articles. In addition, LEAP Academy encourages flexibility on the part of employees in carrying out the myriad tasks required of everyone.

1. Faculty will be provided with one 42 minute period each day to be used as preparation time.

2. Faculty may not leave the building during their preparation periods, unless approved in advance by the Chief School Administrator or his/her designee.

**C. Recording of Hours Worked**

All employees are expected to swipe in and out each day using the time clock provided by the Chief School Administrator or his/her designee. When leaving the building for non-work related duties, employee must swipe out.

**D. Other Authorized Duties**

Faculty members who perform authorized duties during their regularly scheduled duty-free lunch period, preparation period, or after the seven and one half (7.5) hour work day will be



compensated under the Extended Instruction rate set forth in Article 8, Section E. Reimbursement will be based on the approved school schedule and hours designated on the schedule.

E. Tardiness and Unexcused Absences

1. All employees are responsible for reporting to work on time and for working the full allotted time they are assigned each day. Given the size and structure of LEAP Academy, the presence or absence of each employee is of critical importance to the successful operation of the school. Therefore, LEAP Academy assumes that each employee is available to work on time on a consistent basis.

2. It is recognized that there are justifiable causes for tardiness or early departure from work, and LEAP Academy follows a policy of granting reasonable requests for excused tardiness and early departure.

a. If advance notice of tardiness is not possible, the matter must be discussed with the Chief School Administrator or his/her designee as soon upon arrival as possible.

b. Early departure from work will not be excused except where the employee receives advance permission from the Chief School Administrator or his/her designee.

c. Excessive tardiness may lead to disciplinary action up to and including discharge from employment.

F. Inclement Weather Grace Period

Subject to the Chief School Administrator or his/her designee's approval, a reasonable grace period will be allowed for employees to report to school during inclement weather. The determination of inclement weather will be subject to the Chief School Administrator's or his designee's discretion and will not be grievable or arbitrable.

**ARTICLE 17**

**PROHIBITIONS, INFRACTIONS AND DISCIPLINE**

A. LEAP Academy reserves the rights to discipline its employees, in accordance with Title 18A of the New Jersey Statutes Annotated and its corresponding rules and regulations, up to and including termination of employment for violations of LEAP Academy's Personnel Policies and Procedures and/or State or Federal law.

B. Employees who are dismissed or resign from employment must return keys, books, Employer issued identification cards, and any other LEAP Academy property in their possession.

C. Separation of employment occurs when the employment relationship between LEAP and an employee ends. There are three types of separations: voluntary resignation, layoff and discharge.

1. Voluntary resignation occurs when the employee ends the employment relationship. Any employee desiring to relinquish his/her position shall give LEAP Academy University Charter School at least 60 days written notice of his/her intention, unless the Board of Trustees approves of a release on shorter notice. Failure to respond in writing to a bona fide offer of re-employment (contract renewal) shall be considered a voluntary resignation. Failure to provide adequate notification time will be deemed unprofessional conduct and will be reported to the State Commissioner of Education, who may suspend his/her certificate for not more than one year.

2. Reductions in force occur when business reasons require the elimination of either positions or employees. LEAP Academy will give advance notice of reductions in force in accordance with applicable law to affected employees.

3. Termination occurs when LEAP Academy ends the employment relationship. Termination will be in accordance with individual contracts and/or relevant tenure statutes.

Upon separation, the employee shall meet with the Chief School Administrator to complete any appropriate forms. Upon any separation of employment, the employee shall receive pay for accrued, earned salary. Sick or personal time cannot be used in lieu of notice. At the separation of employment, the employee's identification badge, keys, codes and any other LEAP Academy property must be returned to your supervisor.

#### ARTICLE 18

#### PROFESSIONAL DEVELOPMENT

- A. LEAP Academy will provide ongoing professional development programs to eligible members of the bargaining unit. Release time will be provided for such programs, as determined by the Board of Trustees, in coordination with the Chief School Administrator.
- B. All teachers are required to attend professional development days and fulfill all related requirements, including completion of assessments and professional improvement plan.
- C. The School will pay for enrollment in such programs as it may approve, and will pay for the reasonable travel expenses (such as mileage) to attend.
- D. Teachers may attend professional development offerings related to their subject areas provided by the Federal and State Departments of Education, professional associations, local school districts and other proprietary professional development offerings as approved in advance by the Chief School Administrator, if offered during regular school hours.

**ARTICLE 19**

**TUITION REIMBURSEMENT**

**A. WHO IS ELIGIBLE:**

Full-time employees (at least 37.5 hours) with at least 1 year of service with the District will be eligible for consideration of tuition reimbursement for certain college course work taken.

Tuition reimbursement will be awarded for spring and fall semester courses only.

This excludes winter, summer or other off-semester session course work. Tuition reimbursement will be evaluated on the relevancy of the course work as it relates to an individual's position and professional duties at the District. A committee will be established to evaluate all requests for tuition reimbursement and determine the relevancy of the course work to be taken. The committee who will evaluate requests for tuition reimbursement will consist of the Chief School Administrator or his/her designate, School Business Administrator, Director of Administrative & Personnel Services and a Department Chairperson.

**B. TIME OF YEAR REIMBURSEMENT APPLIES:**

The tuition reimbursement will not be on a first come first serve basis as in the past. All full-time employees who wish to be considered for tuition reimbursement must submit his/her request in writing to the Chief School Administrator. For fall semester courses an individual must submit his/her request by July 15<sup>th</sup> of a given year. For spring semester courses an individual must submit his/her request by November 15<sup>th</sup> of a given year. The individual must show documentation that he/she is registered for the course to be considered for possible tuition reimbursement. In order for tuition reimbursement to be awarded, an employee must sign an agreement to receive the award. The agreement will cover the repayment agreement if the

employee leaves prior to the mandatory-agreed upon one or two year period required if awarded tuition reimbursement, minimum grade to be earned and other any other relevant items.

**C. REIMBURSEMENT SCHEDULE:**

Full-time employees can be awarded tuition reimbursement based on the following scale:

**MONETARY AWARD - NUMBER OF YEARS AN EMPLOYEE MUST REMAIN WITH LEAP AFTER LAST COURSE TAKEN AND REIMBURSED**

Bachelor of Science/Arts	Up to \$500.00 per semester	1
Masters	Up to \$1,000.00 per semester	2
PhD./Ed.D	Up to \$1,000.00 per semester	2

**E. EMPLOYEE REQUIREMENT TO REMAIN AT LEAP AFTER COURSEWORK:**

Full-time employees who receive tuition reimbursement at the Bachelors level must remain with LEAP Academy for at least one year from the conclusion of the last course taken and reimbursed. Full-time employees who receive tuition reimbursement at the Masters or Doctoral level must remain with LEAP Academy for at least two years from the conclusion of the last course taken and reimbursed. If an employee who has received tuition reimbursement leaves before the mandatory one or two year period, he/she must repay LEAP Academy 100% of the tuition reimbursement awarded for the last course(s) taken.

If LEAP Academy does not renew the employees' contract, the affected employee is held harmless and is released from reimbursement repayment requirements. An employee must earn at least a 3.0 or 'B' at the Bachelor level and an employee must earn at least a 3.5 or 'B+' at the Masters or Doctoral level to receive tuition reimbursement. An employee must provide proof of the grade earned. An official transcript from the college or university must be sent to the Chief

School Administrator. A hand-carried or unofficial transcript will not be acceptable documentation for tuition reimbursement.

**F. CRITERIA FOR SELECTION:**

While the Tuition Reimbursement Screening Committee will look at each request submitted, it will not be able to fund all requests submitted due to a limited pool of money allocated in the budget for this purpose as described in Section G. The Committee will use the following priority criteria when making recommendations for approval of tuition reimbursement requests:

FACULTY:

1. Relevance of coursework as related to LEAP Academy Curriculum standards and needs.
2. Relevance of coursework as related to New Jersey Core Content Curriculum Standards.
3. Relevance of coursework if faculty member is asked to take on additional duties beyond traditional scope of current position description thereby requiring new training.
4. Relevance of coursework, while not directly related to current teaching assignment, would bring a new set of skills to teacher's overall ability to teach beyond main subject area.

It should be noted that LEAP Academy will not consider or fund any tuition reimbursement request if it does not adhere to the basic requirement listed above.

**G. AMOUNT AVAILABLE FOR REIMBURSEMENT:**

A total of twenty thousand dollars (\$20,000) shall be available for tuition reimbursement each academic year. Once these funds have been disbursed, no further tuition reimbursement will be made during that academic year.

**ARTICLE 20**

**ATTENDANCE AT SCHOOL-RELATED MEETINGS**

Given the unique character of LEAP Academy and the special requirements of running a Charter school, employees are required to attend certain meetings, including parent-teacher conferences, Back-to-School Night, faculty meetings and community meetings which are normally scheduled outside regular working hours. Whenever possible, the Employer will provide at least (3) day's notice of any meetings scheduled outside regular working hours. When it is not possible to provide (3) days notice, the Employer will provide as much notice as possible.

**Meetings:**

A. Meetings are established for the following purposes, including, but not limited to:

1. Providing a regular opportunity for employees to share experiences and expertise with one another;
2. Discussing the various programs and needs of individual children, to share the benefits of course work or classroom visitations;
3. Becoming familiar with LEAP Academy personnel policies; and preparing proposals to bring to the Personnel Committee or other Committees of the Board, and/or discussing school policy and implementation.

4. Review or completion of required curriculum for the content areas and development of awareness or training programs regarding the curriculum.

B. Meetings may be scheduled on a periodic basis, and all employees may be required to attend school meetings as may be set by the Chief School Administrator or his/her designee or the Chairperson of the Board of Trustees.

**Parent Meetings** - Employees may be required to attend Parent meetings and other meetings on an as-needed basis. In addition, faculty is required to attend all scheduled orientation programs for parents/guardians participating in their respective programs. These orientation meetings may be held at the start of the school year and throughout the year as necessary.

**Board of Trustees Meetings** - Employees are encouraged to attend the regular Board meetings, and shall participate in Board committees and councils as set forth in LEAP Academy's Bylaws.

**Parent-Faculty Conferences** - Teaching Faculty regularly shall hold parent/guardian-faculty conferences each year for each child in the school program. These conferences shall include a report on the child's development, adjustment to school and the child's readiness for the next classroom placement. The number of parent-faculty conferences will be determined by the Chief School Administrator, or his/her designee and faculty, as necessary.

**Consultation with Parent/Guardian and Community Participants** - LEAP Academy requires close communication between faculty and designated parent/guardian and community participants responsible for various classroom and administrative tasks at the



School. As a general rule, this communication is on an "as needed" basis, with lengthy conversations to take place outside the employee's regularly scheduled working hours.

## ARTICLE 21

### ASSIGNMENTS

- A. Employees generally are hired for a specific number of work hours per week. Final authority for assigning and reassigning hours, however, rests solely with the Chief School Administrator. Scheduled hours may be modified as necessary to ensure appropriate coverage.
- B. The Chief School Administrator will notify employees of their contract and salary status for the ensuing year no later than May 15th, subject to emergent conditions beyond the control of the Chief School Administrator or his/her designee. Employees will respond to the Chief School Administrator within fifteen (15) days of such notification.
- C. In the event there is to be a change in an employee's instructional level assignment, the employee will be given written notice of his/her tentative assignment, if known, prior to the close of the school year. The Chief School Administrator or his/her designee may alter, modify or change such assignment in the event he/she deems it necessary.

## ARTICLE 22

### NEW POSITIONS AND PROMOTIONS

- A. The Chief School Administrator or his/her designee will post notice of a new position or a vacancy in a promotional position at least five (5) days before the final date when applications must be submitted, whenever possible.
- B. Eligible members of the bargaining unit who desire to apply for a new position or a vacancy shall submit their applications in writing to the Chief School Administrator or his/her designee within the time limit specified in the notice.

C. Eligible members of the bargaining unit who desire to apply for a new position or a vacancy which may be filled during periods when school is not regularly in session, shall submit their names to the Chief School Administrator or his/her designee, together with the position(s) for which they desire to apply, and an address where they can be reached during such periods.

### ARTICLE 23

#### REDUCTION IN FORCE

In the event a reduction in the number of personnel becomes necessary, the following provisions will apply:

A. LEAP Academy will give employees a minimum of 30 days notice prior to the implementation of the reduction in the number of personnel.

B. Any reduction in the number of personnel will be implemented according to the following standards for faculty:

1. Non-tenured faculty will be laid off before tenured faculty.
2. Tenured faculty on layoff will be considered as awaiting recall.
3. Tenured faculty on layoff will be recalled in reverse order of layoff when vacancies occur, provided the faculty member is qualified for the vacant position.
4. While tenured faculty is on layoff, there will be no new hires for faculty positions

unless:

- a. No tenured faculty member on layoff is certified to fill the vacant position.
- b. All certified tenured faculty on layoff decline the offer to fill the vacancy.
- c. No tenured faculty member on layoff requests the vacant position within thirty (30) days from the time of the notice of its availability.

5. All tenured faculties on layoff will receive written notice of the application deadline in time for them to exercise recall rights at least fifteen (15) days before such deadline.

6. Tenured faculty on layoff will retain recall rights for at least three (3) years.

C. A list establishing the order of recall according to the above standards will be distributed to all unit members at an appropriate time.

D. Nothing contained in this Article may supersede controlling authority provided by applicable statutes, regulations or case law.

#### ARTICLE 24

#### CONDUCT AND DRESS CODE

Regardless of your individual job description or position, you are at all time during work hours a representative of LEAP Academy and we require that you behave and dress accordingly. Employees are to wear business or business casual attire.

While we do not wish to limit your expression of taste and individuality, we must all be aware that what we wear at the school is a reflection of our own professionalism and sets an example to our students.

Crucial to the school's success is that it projects a professional image at all times. How our employees and volunteers present themselves including what they wear makes a statement about LEAP Academy.

Employees should exercise sound judgment and be guided by the principles of good taste in their dress and appearance. Wearing apparel should be neat and clean and in keeping with general accepted standards of business dress. Jeans, shorts, halter-tops, tank tops, excessive jewelry, trendy clothing, sneakers, immodest styles or clothing that is revealing or that has any

derogatory or crude slogans or statements written on it is inappropriate school attire and is not permitted.

#### ARTICLE 25

#### EMPLOYEE SUBSTANCE ABUSE

LEAP Academy reserves the right to conduct reasonable suspicion drug and alcohol testing in accordance with state and federal law. LEAP Academy further reserves the right to discipline its employees for violations of its Substance Abuse Policy contained within the LEAP Academy Policies and Procedures Manual, as well as violations of state and federal law and regulations concerning employee substance abuse.

#### ARTICLE 26

#### ASSOCIATION PAYROLL DUES DEDUCTIONS

##### A. Dues Deduction from Salary

The Board agrees to deduct from the salaries of its employees dues for the membership in the Association, as said employees individually and voluntarily authorize the Board in writing to make said deductions. Employees that have not provided the Board with written authorization for such deductions shall have deducted from their wages eight-five (85%) of the membership dues as allowed under New Jersey law. All membership dues deductions shall be made in compliance with Chapter 233, Public Laws of 1969 (N.J.S.A. 52:14-15.9e) and under such rules established by the State Department of Education. Said monies, together with records of any corrections, shall be transmitted to the treasurer of the Association by the 30<sup>th</sup> of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate Association or Associations.

B. Certification of Dues

Each of the Associations named above shall certify to the Board, in writing, by September 1 of each year, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice sixty (60) days prior to the effective date of such change.

C. Additional Authorizations

Additional Authorizations for dues deduction may be received after August 1 under rules established by the State Department of Education.

D. Procedure for Withdrawal

The filing of notice of an employee's withdrawal shall be prior to July 1 or January 1 and becomes effective to halt deductions as of the respective July 1 or January 1 next succeeding the date on which the notice of withdrawal is filed.

E. The employer shall remit the amount deducted to the Association monthly, on or before the 15<sup>th</sup> of the month following the month in which such deductions were made.

F. The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.(c) and 5.6 and membership in the Association shall be available to all employees in the unit on any equal basis at all times. In the event the Association fails to maintain such a system or if the membership is not so available, the employer shall immediately cease making such deductions.

G. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits, and other forms of liability that shall arise out of, or by reason of, any action taken or not taken by the Board for the purpose of complying with any provisions of this Article. The Association shall intervene in and defend any administrative or court litigation.

**ARTICLE 27**

**NO-STRIKE PLEDGE**

A. The Association agrees that during the term of this Agreement neither the Association or any person acting in its behalf, or any employee, will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of an employee from his position, or stoppage of work, or abstinence in whole or in part from the full, faithful and proper performance of this employee's duties of employment), work stoppage, slowdown, walk-out or other job action against the Board or any of its employees. The Association agrees that such action, during the term of this contract, would constitute a material breach of this Agreement. Any and all Association members engaged in an illegal strike, as defined above, shall be subject to discipline at the discretion of the Board including but not limited to termination.

B. The Association agrees that, during the term of this contract, it will take any and all necessary actions to prevent its members from participating in a strike, work stoppage, slowdown or other activity aforementioned.

C. Nothing contained in this agreement shall be construed to limit or restrict the Board in its right to seek and obtain such judicial release as it may be entitled to have in law or in equity for an injunction or damages, or both, in the event of such breach by the Association or any of its members.

D. Board agrees not to lock out the employees during the term of this Agreement.

**ARTICLE 28**

**FULLY BARGAINED PROVISIONS**

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.
- B. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement.
- C. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

**ARTICLE 29**

**SAFETY**

- A. The Board and Association mutually agree that teachers should not be required to work under unsafe or hazardous conditions. Any such conditions must be reported in writing at once for correction to the Chief School Administrator or other responsible authority.
- B. The Board and the Association shall discuss mutually acceptable programs to guarantee the safety of students, teachers and property immediately upon recognition of such a need.
- C. The Board makes efforts to safeguard its employees from any personal attack or other act of violence associated with their employment at LEAP Academy. Employees immediately shall report to the Chief School Administrator or his/her designee any incident of failure to follow safety procedures, all incidents of assault against, or accident by, them personally in connection

with their employment, or against another which the employee witnessed or otherwise possesses knowledge or information.

D. Parking will be offered to bargaining unit members at the Camden County College's parking facility at a discounted rate determined by the College in its sole discretion. While this parking arrangement is subject to the continued approval of the College, LEAP agrees to use its best efforts to negotiate with the College for the continuation of these parking privileges for its staff during the term of this Agreement.

### ARTICLE 30

#### PERSONNEL FILES

A. The Chief School Administrator or his/her designee shall maintain personnel files on all employees. Personnel files are categorized into two types - general personnel files and employee health files. Employee health files contain any medically-related information which the employee may provide to the Board during the course of employment, including doctor's notes, disability or workers' compensation requests, physical or other medical exam results, etc. Access to employee health files is strictly limited on a need-to-know basis. Personnel files contain all other non-medical, work-related materials, including applications, certifications, licensure, recommendations, performance evaluations, commendations and disciplinary forms, and payroll information.

B. Upon prior written notice to the Chief School Administrator or his/her designee, an employee may review his/her personnel file, with the exception of confidential recommendations which were submitted upon employment with LEAP Academy. Employees may not submit any documents for inclusion in the file or remove any documents from the file except as may be provided by law.



- C. LEAP Academy will not disclose personal information without an employee's written consent. Only the Chief School Administrator is permitted to respond to telephone, written or other inquiries about current or past employees.

**ARTICLE 31**

**DURATION**

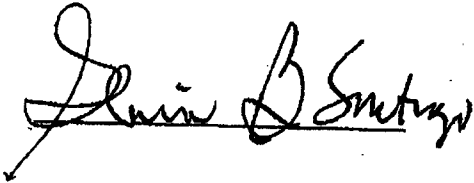
This Agreement shall be effective as of July 1, 2013 and shall continue in force and effect until and June 30, 2016. Either party desiring changes in this Agreement shall notify the other party in writing, pursuant to law, at least ninety (90) days prior to the date for commencement of negotiations on a renewal agreement. Changes may be made at any time by mutual consent in writing.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement the date and year first above written.

**LEAP ACADEMY UNIVERSITY CHARTER SCHOOL, INC. BOARD OF TRUSTEES:**

**BY:**

**Date:**

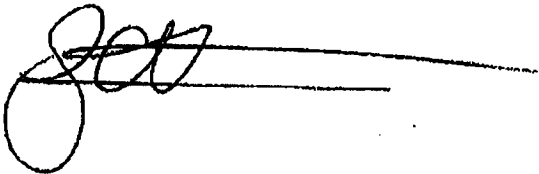


8-19-13

**LEAP ACADEMY TEACHERS' ASSOCIATION:**

**ATTEST:**

**Date:**



8-19-13

APPENDIX A

PERFORMANCE EVALUATION AND COMPENSATION PLAN

The LEAP Academy Performance Evaluation and Compensation plan combines annual increments across the board with merit based increments and bonuses. LEAP will dedicate 5.0% of the total allocation for base salaries toward teacher compensation increases.<sup>1</sup> The base salary figure for purposes of calculating the 5.0% will be the total base salary of all eligible LATA members as of the final day of the preceding school year. The 5.0% allocation will be distributed in two parts.

**Disbursement 1:** The initial disbursement shall consist of a 1.167% increase to all teachers in the form of an across the board salary increase.

**Disbursement 2:** The remaining portion of the 5.0% allocation is available for disbursement to teaching staff members as Performance Based Compensation. Each year individual teaching staff members are eligible to receive between 0% and 3.833% in base salary upgrades, in addition to the guaranteed 1.167% across the board increase, in the form of Performance Based Compensation. This Performance Based Compensation shall be based on a teaching staff member's score for Teaching Effectiveness based on observations in the teaching staff member's Annual Summative Evaluation.

ADDITIONAL COMPENSATION

**Leadership and Professional Responsibilities:** In addition to the potential 5.0% total increase to base pay, individual teachers are eligible to receive between 0% and 1.5% salary bonus based on the average rating in the Annual Summative Evaluation for Leadership and Professional Responsibilities. This bonus, if granted in the discretion of the LEAP Academy Board of Trustees, is not added to base pay.

**Increment Withholding:** Nothing contained in this proposal shall be construed as a waiver of LEAP Academy's right to institute the withholding of a teaching staff member's salary increment in accordance with law.

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LEAP

  
LATA

<sup>1</sup> All increases are based on the teaching staff member's evaluation scores for the prior school year's Annual Summative Evaluation. Accordingly, increases for the 2013-14 school year are calculated based upon the Performance Evaluation and Compensation Plan as written in the Parties' collective bargaining agreement expiring June 30, 2013. The 5.0% allocation takes effect for teaching staff member's Annual Summative Evaluations for the 2013-14 school year and will be reflected in the respective staff member's salary beginning with the 2014-15 school year