

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN THE**

**BOARD OF TRUSTEES OF THE  
LEARNING COMMUNITY CHARTER SCHOOL**

**AND**

**THE LEARNING COMMUNITY CHARTER  
EDUCATION ASSOCIATION**

**JULY 1, 2005 – JUNE 30, 2008**

**Prepared by:**

**Richard M. Salsberg, Esq.  
SCARINCI & HOLLENBECK  
1100 Valley Brook Avenue  
Lyndhurst, New Jersey 07071  
Telephone 201-896-4100**

**TABLE OF CONTENTS**

**PREAMBLE..... 1**

**ARTICLE 1**  
**RECOGNITION ..... 2**

**ARTICLE 2**  
**PRINCIPLES ..... 3**

**ARTICLE 3**  
**PROCEDURE FOR MEETINGS ..... 4**

**ARTICLE 4**  
**NEGOTIATION OF SUCCESSOR AGREEMENT..... 5**

**ARTICLE 5**  
**MEMBER RIGHTS..... 7**

**ARTICLE 6**  
**BOARD RIGHTS..... 8**

**ARTICLE 7**  
**GRIEVANCE PROCEDURE..... 10**

**ARTICLE 8**  
**SICK LEAVE ..... 15**

**ARTICLE 9**  
**PERSONAL AND PROFESSIONAL LEAVE ..... 17**

**ARTICLE 10**  
**BEREAVEMENT LEAVE ..... 19**

**ARTICLE 11**  
**WORK YEAR ..... 20**

**ARTICLE 12**  
**WORK DAY ..... 21**

**ARTICLE 13**  
**DISCIPLINE ..... 23**

**ARTICLE 14**  
**EMPLOYMENT PROCEDURES ..... 24**

**ARTICLE 15**  
**EXTENDED LEAVES OF ABSENCE..... 26**

**ARTICLE 16**  
**INSURANCE COVERAGE..... 30**

**ARTICLE 17**  
**NO-STRIKE PLEDGE..... 31**

**ARTICLE 18**  
**FULLY BARGAINED PROVISIONS..... 32**

**ARTICLE 19**  
**ASSOCIATION PAYROLL DUES DEDUCTIONS**  
**AND REPRESENTATIONS..... 33**

**ARTICLE 20**  
**TEACHER EVALUATION..... 36**

**ARTICLE 21**  
**PROFESSIONAL DEVELOPMENT FUNDS**  
**OR TUITION REIMBURSEMENT ..... 37**

**ARTICLE 22**  
**SAFETY ..... 38**

**ARTICLE 23**  
**PERSONNEL FILES ..... 39**

**ARTICLE 24**  
**DURATION..... 40**

APPENDIX “A” (SALARY GUIDES)

**PREAMBLE**

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and between the Board of Trustees of the Learning Community Charter School (hereinafter referred to as “The Board”) and the Learning Community Charter Education Association (hereinafter referred to as “The Association”).

**WITNESSETH**

The Board and the Association do hereby agree that the welfare of the children of Learning Community Charter School is paramount in the operation of the school and will be promoted by both parties. The parties do hereby agree as follows:

**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 and non-professional employees employed by the Board, including teachers, social workers, nurses, secretaries, clerical employees, assistants, custodians and aides. Specifically excluded are Managerial Executives, per-diem substitutes, 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.
- 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: Attainment of objectives of the educational programs of the school requires mutual understanding and cooperation between the Board and all personnel. Free and open exchange of views is desirable and necessary.
- 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 Principal. Requests from the Principal 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 NJSA 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 Learning Community Charter School based upon his/her professional judgment of available criteria, pertinent to any given subject area or activity for which 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 in 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 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; 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. Informal attempt to resolve a complaint.

An individual who has a complaint is encouraged to discuss it first with the Principal in an attempt to resolve the matter informally.

4. Level One – Principal

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 Principal, he/she will set forth his/her grievance in writing to the Principal within ten (10) school days, specifying:

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

The grievant will identify the contract clause, policy, or administrative decision which is being grieved. The Principal 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 Principal

pursuant to Paragraph C.3, above, the grievance shall be presented in writing to the Principal pursuant to Paragraph C.1, above.

5 Level Two - Board of Trustees

If the grievance is not resolved to the grievant's satisfaction, the grievant may request, no later than ten (10) school days after the receipt of the Principal's decision, a review by the Board of Trustees or, at the Board's option, a committee thereof. The request will be submitted in writing through the Principal, who will attach all related papers and forward the request to the Board. The Board, or a committee thereof, will review the grievance and may, at the option of the Board or Committee thereof, hold a hearing with the grievant and render a decision in writing within thirty (30) calendar days of the receipt of the grievance by the Board. The Board's decision shall be final in all cases not involving the express terms of this agreement.

6. Level Three – 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 Board 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 Principal within fourteen (14) calendar 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 nor 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 will 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.

## **ARTICLE 8**

### **SICK LEAVE**

- A. All employees are granted ten (10) sick leave days as of the first official day of the school year, or the first day on which they report for school each year.
- B. Sick Leave is defined as the absence from work due to any employee's own medical condition, including illness or injury, or exclusion from school by The Board's medical authorities on account of a contagious disease or of being quarantined for such a disease in his or her immediate household.
- C. Unused sick leave days will be accumulated from year to year with no maximum limit of days. In each year, the Board will provide all employees with an individualized written accounting of accumulated sick leave days, as of the prior September 1<sup>st</sup> of the current school year.
- D. All persons initially hired after September 1<sup>st</sup> shall be entitled to use sick days on a pro-rata basis during their first year of employment, depending upon the number of full months worked in the first year.
- E. 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.
- F. Regularly-employed part-time employees shall be entitled to pro-rated sick leave based upon the number of days employed per week (i.e., a three day employee is entitled to three-fifths of the ten days, or six days per year).
- G. A teacher, upon resignation or retirement after twelve (12) years of regularly appointed continuous service, (inclusive of authorized leaves of absence) shall receive a payment of one (1) day's pay for every three (3) unused accumulated sick leave days,

(i.e., one-third of a day's pay for each sick day), to a maximum payment of \$7,500), provided that the Principal is notified of the resignation or retirement no later than March 1<sup>st</sup> of the fiscal year prior to the effective date of the resignation or retirement. If the teacher fails to provide such timely notification, the Board may delay the payment until the following fiscal year after the effective date of the resignation or retirement.

**ARTICLE 9**

**PERSONAL AND PROFESSIONAL LEAVE**

A. All full-time employees shall be granted up to four (4) paid personal leave days each school year. To utilize personal leave days, employees must notify the Principal or his/her designee three (3) days prior to the day requested, whenever possible. Personal leave day requests generally will be granted; however, personal leave days will not be granted immediately prior to or after any scheduled vacation period or school holiday or recess, nor shall personal days be scheduled in advance for Mondays or Fridays. Such personal days will only be granted whenever possible on an as-needed basis for unscheduled events. Any personal leave days not utilized by a faculty or staff member during the school year shall be forfeited at the end of the school year, except any employees not utilizing any personal days or sick days on Mondays or Fridays will accumulate all their unused personal leave as sick leave.

B. Personal days may be used only for personal business or emergencies which cannot be tended to during non-school hours, illness in the immediate family and/or religious observance.

C. Employees hired after March 1<sup>st</sup> will not be entitled to any personal leave days in the first year of employment, except at the discretion of the Principal. Faculty and staff hired on or before March 1<sup>st</sup> may use their personal leave days after they complete ninety (90) days of work. The days may be used earlier at the discretion of the Principal.

D. Regular part-time employees shall be entitled to pro-rated personal days on the following basis:

Three or four days worked per week:            2 days per year

Two days worked per week: 1 day per year

One day worked per week: no personal leave

- E. Personal leave days are non-accumulative, except as per Section A, above.
- F. It is expressly understood that no personal days shall be granted the day before or the day after the Thanksgiving, Winter, Mid-Winter, Spring or Summer break, or any holiday or three-day weekends.
- G. The Principal shall have the discretion to grant requests for professional days. Applications shall be made to the Principal who shall make recommendations for such leave to the Board. If granted, the employee shall be entitled to time off with pay and reimbursement for actual expenses, as long as the expenses are reasonable and approved in advance.
- H. 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.

**ARTICLE 10**

**BEREAVEMENT LEAVE**

A. In the event of the death of an employee's husband or wife, mother or father, son or daughter, brother or sister, grandparent or resident member of an immediate household, an employee will 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. Personal leave days may be used to extend the available bereavement leave time under this provision.

B. In the event of the death of a member of the employee's extended family or a close friend, an employee will be granted one day paid leave. This will be limited to two occurrences per school year, and shall be in effect for a trial basis only during the term of this contract only.

C. Additional unpaid bereavement leave may be granted at the Principal's discretion.

## **ARTICLE 11**

### **WORK YEAR**

The work year for teachers shall not exceed one hundred ninety (190) days, including pupil contact days and professional development / orientation, pursuant to a school calendar adopted by the Board each year. On a trial basis for this contract only, the work year shall commence no earlier than August 25<sup>th</sup> and shall end no later than June 30<sup>th</sup>. The scheduled days without pupil contact time shall be used, in part, to provide creditable professional development time, with proper documentation provided by the Principal. A minimum of twenty (20) total hours of creditable professional development time per year will be provided by the Board, including both this time and the meeting time outlined in Article 12, B.

## ARTICLE 12

### WORK DAY

#### A. Work Day

1. Employees are required to be in attendance for seven and one-half (7 ½) hours per day, as scheduled and assigned by the Principal.
2. Employees shall be entitled to a thirty (30) minute duty free lunch period every day, and such planning time as designated by the Principal.
3. Teachers are required to be in their classrooms at least fifteen (15) minutes prior to the beginning of the school day, and shall leave school no earlier than fifteen (15) minutes after student dismissal.

B. Weekly staff development meetings will normally be 2 hours, but will not exceed 2 ½ hours. If meetings run over, teachers may leave if necessary. The Principal shall document professional development credits earned at such meetings. Such meetings will be held on the same day of the week (which may be different for lower school and middle school). The staff will be advised of the meeting schedule in the early Fall each year, and shall reserve those days for meetings and workshops. If a meeting is changed, one week's notice will be provided whenever possible. These meetings are in addition to the seven and one-half hour workday described in Paragraph A.

C. In addition to the seven and one half (7 ½) hour work day described in paragraph "A", teachers will be required to attend a maximum of nine (9) after school or evening events, such as curriculum related events, parent/community events and parent conferences all as scheduled by the Principal during or after school, in the afternoon or

evenings. Teachers will be given a minimum of 14 days' notice prior to these events where feasible. The Principal will make all reasonable efforts not to schedule more than 3 of these events in any month.

D. The Board acknowledges that adequate preparation time is an integral part of a teacher's workday. Toward that end, the Board shall schedule five (5) preparation periods per week for all teachers. In the event of a missed preparation period, there will be no extra compensation paid. If asked to miss a preparation period because of a prescheduled meeting, one school day's notice will be provided whenever possible.

**ARTICLE 13**

**DISCIPLINE**

- A. No employee shall be disciplined for arbitrary or capricious reasons. No tenured employee shall be discharged except for just cause.
- B. In the event of an arbitration over any disciplinary matter, the burden of proof to be applied by the arbitrator is the “preponderance of the evidence.”
- C. It is understood that the non-renewal of any non-tenured employee is not considered a disciplinary action.
- D. It is understood that a mid-term termination of any non-tenured employee is not considered a disciplinary action during his/her first three (3) years of employment.
- E. Any action taken by the Board based on poor or inadequate performance shall not be considered disciplinary.

## ARTICLE 14

### EMPLOYMENT PROCEDURES

A. Placement on Salary Schedule

Each employee shall be placed on the proper step of the salary schedule. Any employee employed prior to February 1 of any school year shall be given full credit for one (1) year of service toward the next increment step, for the following year provided the employee actually works at least ninety-five (95) school days during the year.

B. Initial Employment and Credit for Experience

The placement on salary guide for initial employment shall be at such point as may be agreed upon by the new employee and the Board. Credit up to the maximum step of any salary schedule may be given by the Board upon initial employment. Credit not to exceed four (4) years for military experience shall be given upon initial employment.

C. Hiring Committee/Criteria for Initial Placement

A hiring committee, headed by the Principal, which will include a minimum of two teachers, shall be established, to make recommendations for teachers hired during the term of this agreement. The Principal, however, shall have the final decision making authority as to what recommendations will be made to the Board.

The Board shall consider a variety of relevant factors in establishing the initial salary of a new employee, including the following:

1. Credentials, training and certifications
2. Experience in the profession relating to the subject matter or student population taught, or education in general.
3. Experience outside the profession relating to the subject matter or student population taught, or education in general.
4. Market conditions
5. Other factors considered relevant to the Committee.

## ARTICLE 15

### EXTENDED LEAVES OF ABSENCE

#### A. Anticipated Disability Leaves

1. Any employee who anticipates undergoing a state of disability, such as, but not limited to surgery, hospital confinement, medical treatment or pregnancy may apply for leave of absence based upon anticipated disability in accordance with provisions hereinafter set forth.
2. Any employee requiring a leave for reasons for any anticipated disability shall notify the Principal as soon as the condition that may result in the disability is known.
3. No employee with such a condition shall be removed from his/her regular duties during the period prior to his/her state of disability which occurs during the school year unless, as a result of such a condition, his/her performance has been impaired or, in the opinion of a physician, his/her health would be impaired if he/she were to continue his/her duties.
4. The employee requesting leave under the provisions of Section A shall specify in writing the date on which the disability is anticipated to commence and terminate. Notice to the Principal shall be filed at least ninety (90) days prior to the commencement of such leave, unless such leave cannot be anticipated that far in advance, in which case, notice shall be given as soon as practical. In the case of a pregnancy, if requested, the employee's physician shall provide a written statement indicating the anticipated due date of the child. In the event the Board disputes the

length of the requested leave period, a request shall be made to the Hudson County Medical Society for the appointment of a impartial physician whose findings and conclusions shall be binding upon both the Board and the employee. The fee of such impartial physician shall be paid by the Board.

5. A non-tenured employee shall acquire no right to obtain an extension of such leave beyond the end of the contract year in which such leave is obtained. Further, such non-tenured employee shall have no right to return to his/her duties in the subsequent school year unless a contract has been offered by the Board and accepted by the employee in accordance with the appropriate statutes.
  6. Nothing contained herein shall be deemed to preclude the Board from requiring a doctor's certificate from any employee prior to the employee taking leave or resuming his/her duties and assignment upon the termination of said leave. Such doctor's certificate shall certify that the employee is in all respects physically capable of discharging the full scope of his/her duties.
- B. Child Rearing Leave
1. In the case of the birth of a child, any employee shall have the right to apply for a leave without pay for child rearing purposes.
  2. Applications for child rearing leave shall be made by the employee to the Principal at least ninety (90) days prior to the anticipated birth of the child.

3. Child rearing leave shall be granted to all employees upon request for a period of up to the end of the work year in which the birth of the child occurs. In the case of a tenured employee, such leave will, if requested, be extended for one (1) additional work year, provided application is made no later than March 1 of the prior work year, except in the case when the child is born after March 1, the application shall be made no later than July 1. In the event a tenured employee wishes to return to the school after being granted the additional leave, he/she shall notify the Principal not later than March 1 of the succeeding year.
4. Any employee adopting a child shall be granted, upon request, a child rearing leave which shall commence upon receiving a de facto custody of said child, or earlier if necessary, to fulfill the requirements for the adoption. The employee shall notify the Principal as soon as application for adoption has been filed, together with a statement of the tentative date upon which de facto custody is to be received. The leave shall continue for the balance of that school year, and will be extended for one additional school year at the request of the employee, provided application is made no later than March 1 of the prior work year, except in the case when the child is adopted after March 1, the application shall be made no later than July 1. In the event a tenured employee wishes to return to the school after being granted the additional leave, he/she shall notify the Principal not later than March 1 of the succeeding year.

5. A teacher returning from an unpaid leave of absence under B.3. or B.4. above shall be placed in a position within the certification of such teacher.
6. The provisions of Section B shall not be deemed to impose on the Board any obligations to grant or extend a leave of absence to any non-tenured employee beyond the termination date of his or her current contract.
7. The Board shall not pay medical, dental or pharmaceutical premiums during said leave; however, the Board will pay for premiums for appropriate coverage on behalf of the employee if the employee pays the Board for the premiums at least two (2) weeks in advance of the date the premiums are due.
8. COBRA benefits shall be available where required by law.

**ARTICLE 16**

**INSURANCE COVERAGE**

- A. The Board shall provide health and prescription insurance for each eligible member of the bargaining unit.
- B. The Board shall provide health and prescription insurance for eligible dependents up to the cost of the least expensive available option (currently “NJPLUS”). Should an employee elect a more expensive option for dependent coverage, the employee shall pay the difference between that option and the least expensive plan available at any time.
- C. The Board shall continue to provide the New Jersey State disability plan for each member of the bargaining unit. The premium shall continue to be shared.
- D. The Board shall provide dental insurance for each eligible member of the bargaining unit and eligible dependents, up to the cost of the least expensive available option. Should an employee elect a more expensive option for dependent coverage, the employee shall pay the difference between that option and the least expensive plan available at any time.

**ARTICLE 17**

**NO-STRIKE PLEDGE**

A. The Association agrees that during the term of this Agreement neither the Association nor any person acting in its behalf, nor 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.

B. The Association agrees that, during the term of this contract, it will take all reasonable 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 18**

**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 19

### 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 Learning Community Charter Education Association, Hudson County Education Association, New Jersey Education Association and National Education Association, as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, Public Laws of 1969 (NJSA 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. Indemnification and Save-Harmless Provision

The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article.

F. REPRESENTATION FEE If an employee does not become a member of the Association during any membership year which is covered in whole or in part by this agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

G. Prior to the beginning of each membership year, the amount of said representation fee shall be certified to the Board by the Association, which amount shall not exceed eighty-five percent (85%) of the regular membership dues, fees and assessments charged by the Association to its own members.

H. Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct the representation fee in equal

installments, as nearly as possible, for the paycheck paid to each employee of the aforesaid list during the remainder of the membership year in question.

- I. 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.
- J. 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.
- K. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits, and other form 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 20**

### **TEACHER EVALUATION**

- A. The Principal or his/her designee will observe and evaluate each tenured faculty member at least once each school year. For each non-tenured faculty member, the Principal or his/her designee will conduct an observation and evaluation at least three (3) times each school year with at least one (1) observation and evaluation scheduled each academic semester.
- B. Other staff will be evaluated as determined by LCCS and applicable law.
- C. The evaluator will discuss the evaluation with the employee. The evaluator will give a copy of the evaluation to the employee and the employee will sign the evaluation, acknowledging receipt of it. In all cases, the evaluation will include a summary. In situations where the need for improvement is indicated, the completed form shall include areas for improvement and suggested means of achieving the improvements.
- D. The evaluator will make efforts to give faculty advance notice of evaluative observations.
- E. All faculty observations and evaluations will be conducted in accordance with applicable law.
- F. If the teacher is dissatisfied with the evaluation, the teacher may attach a rebuttal to the evaluation.

## ARTICLE 21

### PROFESSIONAL DEVELOPMENT FUNDS OR TUITION REIMBURSEMENT

- A. The Board may make available to all full time faculty members wishing to further his/her education funds for related course work or tuition reimbursement. This amount will be offered only for the purpose of course work related to the member's position.
- B. Approval of courses is subject to the Principal's or his/her designee's discretion.
- C. Faculty and staff may apply for tuition reimbursement by submitting a written request to the Principal or his/her designee in a timely fashion. The application for tuition reimbursement shall include all reasons for taking a course or courses. All courses must be directly related to an employee's duties at LCCS.
- D. Tuition reimbursement is contingent on the faculty or staff members receiving a grade of "B" or better. The faculty or staff member must submit an official transcript upon completion of the course(s). If paid prior to receipt of transcripts, tuition will be paid back to LCCS if a course is not completed with a grade of "B" or better.
- E. The availability of funds to pay for any tuition reimbursement is in the Board's discretion.

## **ARTICLE 22**

### **SAFETY**

- A. The Board and The 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 principal 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 faculty and staff from any personal attack or other act of violence associated with their employment at LCCS. Faculty and staff immediately shall report to the Principal 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 faculty and staff member witnessed or otherwise possesses knowledge or information.

**ARTICLE 23**

**PERSONNEL FILES**

- A. The Principal 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 Principal or his/her designee, an employee may review his/her personnel file, with the exception of confidential recommendations which were submitted upon employment with LCCS. 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.

**ARTICLE 24**

**DURATION**

This Agreement shall be effective as of July 1, 2005 and shall continue in force and effect until June 30, 2008. 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.

**BOARD OF LEARNING COMMUNITY CHARTER SCHOOL**

**ATTEST:**

\_\_\_\_\_ **BY:** \_\_\_\_\_

**LEARNING COMMUNITY CHARTER EDUCATION ASSOCIATION**

**ATTEST:**

\_\_\_\_\_ **BY:** \_\_\_\_\_

**APPENDIX A**  
**SALARY GUIDES**  
**TEACHERS**

<b>STEP</b>	<b><u>2005-2006</u></b>		<b><u>2006-2007</u></b>		<b><u>2007-2008</u></b>	
	<b>BA</b>	<b>MA</b>	<b>BA</b>	<b>MA</b>	<b>BA</b>	<b>MA</b>
<b>1</b>	<b>36500</b>	<b>39500</b>	<b>37200</b>	<b>40400</b>	<b>38000</b>	<b>41200</b>
<b>2</b>	<b>37000</b>	<b>40000</b>	<b>38000</b>	<b>41200</b>	<b>38800</b>	<b>42000</b>
<b>3</b>	<b>37900</b>	<b>40900</b>	<b>38500</b>	<b>41700</b>	<b>39500</b>	<b>42700</b>
<b>4</b>	<b>38800</b>	<b>41800</b>	<b>39400</b>	<b>42600</b>	<b>40200</b>	<b>43400</b>
<b>5</b>	<b>39800</b>	<b>42800</b>	<b>40250</b>	<b>43450</b>	<b>41000</b>	<b>44200</b>
<b>6</b>	<b>41000</b>	<b>44000</b>	<b>41300</b>	<b>44500</b>	<b>42000</b>	<b>45200</b>
<b>7</b>	<b>42000</b>	<b>45000</b>	<b>42500</b>	<b>45700</b>	<b>43150</b>	<b>46350</b>
<b>8</b>	<b>43200</b>	<b>46200</b>	<b>43600</b>	<b>46800</b>	<b>44300</b>	<b>47500</b>
<b>9</b>	<b>44500</b>	<b>47500</b>	<b>45000</b>	<b>48200</b>	<b>45600</b>	<b>48800</b>
<b>10</b>	<b>45650</b>	<b>48650</b>	<b>46200</b>	<b>49400</b>	<b>47000</b>	<b>50200</b>
<b>11</b>	<b>46700</b>	<b>49700</b>	<b>47400</b>	<b>50600</b>	<b>48200</b>	<b>51400</b>
<b>12</b>	<b>48500</b>	<b>51500</b>	<b>49000</b>	<b>52200</b>	<b>49500</b>	<b>52700</b>
<b>13</b>	<b>50000</b>	<b>53000</b>	<b>50300</b>	<b>53500</b>	<b>51100</b>	<b>54300</b>
<b>14</b>	<b>51300</b>	<b>54300</b>	<b>52300</b>	<b>55500</b>	<b>53500</b>	<b>56700</b>
<b>15</b>	<b>52650</b>	<b>55650</b>	<b>53600</b>	<b>56800</b>	<b>54700</b>	<b>57900</b>
<b>16</b>	<b>54400</b>	<b>57400</b>	<b>55400</b>	<b>58600</b>	<b>56800</b>	<b>60000</b>

**OTHER STAFF**

	<b><u>2005-2006</u></b>	<b><u>2006-2007</u></b>	<b><u>2007-2008</u></b>
<b>Tech Coordinator</b>	<b>59236</b>	<b>61500</b>	<b>64000</b>
<b>Aide</b>	<b>20000</b>	<b>21000</b>	<b>21850</b>
<b>Asst. Teacher 1</b>	<b>26910</b>	<b>27950</b>	<b>29100</b>
<b>Asst. Teacher 2</b>	<b>29836</b>	<b>31000</b>	<b>32250</b>
<b>Guidance Cnslr.</b>	<b>49344</b>	<b>51250</b>	<b>53300</b>
<b>Nurse</b>	<b>33049</b>	<b>34350</b>	<b>35750</b>
<b>Admin. Asst.</b>	<b>32137</b>	<b>33400</b>	<b>34750</b>
<b>After School</b>	<b>42849</b>	<b>44550</b>	<b>46300</b>
<b>Custodian</b>	<b>35631</b>	<b>37000</b>	<b>38500</b>