

AGREEMENT

Between

New Horizons  
Employee Association

And

New Horizons  
Community Charter School  
Board Of Trustees

August 1, 2008 To July 31, 2011

New Horizons Employee Association

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## New Horizons Employee Association

### **Preamble**

The agreement entered into this 1<sup>st</sup> day of August, 2008, by and between the Board of Trustees of New Horizons Community Charter School, hereinafter called the "Board" and the New Horizons Employee Association, hereinafter called the "Association".

### **Witnesseth:**

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

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

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

## **Section A – Provisions that apply to all employees**

### **Article I – Recognition**

1. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all regularly employed certified teaching staff and guidance counselors (including those under a certificate of eligibility), and all Food Service Employees whether under contract, on leave, employed or to be employed by the Board.
2. Unless otherwise indicated, the term employee, when used in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as defined. The term 'teacher', when used in this Agreement, shall refer to all certificated teaching staff members (including the guidance counselor) represented by the Association in the negotiating unit as defined.
3. References to males shall include females, and references to females shall include males.
4. The unit excludes all administrative personnel.

### **Article II – Negotiation of Successor Agreement**

1. Consistent with NJSA 34:13A-1 et seq., the Board shall not effect any change in policy consistent with terms and conditions of employment except those so negotiated and included as part of this Agreement and contained herein.
2. No later than 120 days prior to the submission of the budget, the parties agree to initiate negotiations over a successor Agreement in accordance with the procedure set forth herein in a good faith effort to reach continuing agreement on salaries and other terms and conditions of employment. Any Agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing, ratified, and signed by all parties.

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3. During negotiations, the Board and Association shall present relevant data, exchange points of view, and make proposals and counterproposals. Each party shall promptly make available to the other, upon request, information within its possession which is not privileged under law and which is relevant to the subject under discussion. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.
4. 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.
5. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement shall continue to be so applicable during the term of this Agreement.
6. The Board agrees not to negotiate concerning employees in the negotiating unit as defined in the Recognition Article of this Agreement with any organization other than the Association for the duration of this Agreement.

### **Article III – Employee Rights and Privileges**

1. Pursuant to NJSA 34:13A-1 *et seq.*, The parties agree to adhere to the public laws of New Jersey governing employee rights and privileges and duties. All employees shall have the right, pursuant to statute, to organize freely, join and support their association and engage in collective negotiation. The Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by statutes of New Jersey or the constitutions of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of their membership in the Association and its affiliates, their participation in any legal activities of the Association and its affiliates, collective negotiations with the Board, or their institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms of conditions of employment.
2. No employee shall be discipline, reprimanded, reduced in rank or compensation without just cause.
3. No employee shall be reprimanded by his/her supervisor, administrator or Board member in the presence of students, parents or at any public gathering.
4. No documents, communications or records dealing with any complaint or criticism of any party to this agreement shall be filed in such individual's personnel file without that individual's knowledge. If such complaint of criticism is not substantiated, the personnel record of that individual shall be expunged of any such relevant documents or records.
5. Employees shall be granted the right to inspect their personnel files. Requests for appointment must be made through the director in writing and said appointment shall be granted no later than five (5) days following the request.

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6. If an employee objects to retention of material in his/her personnel file because it is believed to be obsolete or inappropriate, said employee shall, in writing to the director, set forth what material is deemed to be objectionable and the basis on which removal of said material is requested. Upon receipt of the written request, the director or his designee shall review and the material and, if there is agreement that the material is obsolete or inappropriate, the material together with the request shall be destroyed.
7. Whenever any employee is required to appear before any administrator or supervisor, Board, or any committee (or member thereof) concerning any matter which could be disciplinary in nature, the employee shall be given written notice of the reasons for such meeting(s) or interview(s) and shall be entitled to have a representative(s) of the Association advise and represent him/her during such meeting or interview.

If said meeting is scheduled with less than two days' notice, and if during the course of the meeting, the employee and his/her local Association representative so request, the meeting will be rescheduled at such time that an NJEA Field Representative may be present. The rescheduled meeting or interview will occur no later than two days after the initial meeting, unless some other date is mutually agreed to by the parties.

### Article IV – Association Rights And Privileges

1. Upon request, the Board shall provide the Association with all information including but not limited to budgetary, financial, and personnel records that the Association has determined are necessary to negotiate and enforce the collective bargaining agreement.
2. Representatives of the Association shall be permitted to transact official Association business on school property after school hours, provided that this shall not interfere with or interrupt normal school operations.
3. The Association or its designees shall have the right to use a school building after school hours for meetings. The principal/director of the building will be a list of regularly scheduled meetings at the beginning of each school year. In the event an emergency meeting is necessary he/she shall be notified in advance of the time and date of all meetings. In the case of a conflict in the use of the building after school hours, the principal/director shall reschedule the Association's use of the building to a mutually convenient date.
4. The Association shall have the exclusive use of a bulletin board in teacher's lounges. No material shall be posted that disparages the Board or the Administration.
5. The Association shall have the right to place correspondence and leaflets concerning Association business in the employees' mailboxes.
6. The rights and privileges of the Association and its Representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative and to no other organization.
7. The Board shall provide to the Association the names and address of all newly hired employees.

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8. The Board shall provide to the Association, upon request, any information concerning the deductions of Association dues and membership within the Association.
9. At the beginning of each school year the business administrator shall provide to the Association a list of Board Trustee. Should the members of the Board change during the school year the Association shall be notified of such change

### Article V – Promotions/Job Openings

1. The Board shall post any position which may provide a promotion, raise or additional monies for any employee. Any such posting shall be placed on the main bulletin board and other places available to the staff. Each posting shall remain open for no less than fifteen (15) days.
2. In the event that any position should be posted during the summer or when school is not in session, the director/principal shall forward a copy of such positions to the Association.
3. All qualified employees shall be given adequate opportunity to make application for any posted positions and be granted an interview where warranted.
4. Announcements of appointments shall be made by posting a list in the office of the administration. The list shall also be given to the President of the Association and shall indicate which positions have been filled and by whom.

### Article VI – Management Rights

- A. The Board retains and reserves unto itself, without limitations, all powers, rights and authority conferred upon and vested in prior to and after the signing of this agreement, including, but without limiting the generality of the following rights.
  1. The executive management and administrative control of the school system and its properties and facilities.
  2. To hire all employees and to create, abolish, fill or choose not to fill any position.
  3. To take disciplinary action as necessary.
  4. To establish, change of modify by-laws, procedures and policies of the Board for its operation.
  5. To make all decisions relating to the performance of the Board's education, operational and maintenance activities, including but not limited to the methods, means, processes, materials, procedures and employees to be utilized for instructional and all other purposes.
  6. To establish any new job qualifications, classifications and content.
  7. To change the job descriptions, assignments and duties of any classification.

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8. To determine the performance levels and standards of performance of the employees.
  9. To establish and maintain efficiency and cost effective operations and maintenance including, but not limited to, reducing the size of the workforce.
  10. To determine the duties of its employees.
  11. To assign works as it determines will benefit the School and/or the students and parents that it serves.
  12. To utilize the services of a contractor when, in the sole judgment of the Board such services would be more efficient
  13. To take whatever other action it deems necessary to accomplish the mission of the school.
  14. To maintain the thoroughness and efficiency 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, nor to deny or restrict the Board in any of its rights or authority under any national or state law.

### Article VII – Protection of Employees

1. Employees are entitled to all rights provided in NJSA 18A:, NJSA 34:, and all other statutory provisions.
2. Employees shall immediately report cases of injury suffered by them in connection with their employment to their director, other immediate supervisor, or nurse as required by the Board.

### Article VIII – Insurance Protection

1. The Board shall provide insurance protection for all employees and their eligible dependents which shall include:
  - A. A health plan equal to or better than the School Employees Health Benefits Program (SEHBP), NJ Direct 15.
  - B. A prescription card with a \$5/\$15/\$30 co-pay.

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- C. A dental plan which shall provide for:
  - 1. 100% preventive services.
  - 2. 80% Basic Services.
  - 3. 50% Major Services.
  - 4. A \$25 individual and \$50 family deductible with a maximum benefit of \$1000 per calendar year.
  
- D. Annual routine eye exams will be covered in accordance with NJ Direct 15. In addition, the district will reimburse employees up to \$200 once every two years for lenses, frames, or contacts.

Beginning in August 2004, a participating employee shall contribute for:

	<u>Health Care</u>	<u>Dental</u>	<u>Prescription</u>
Single Coverage -	\$ 43.16 /pay*	\$ 2.77 /pay	\$ 7.39 /pay
Family Coverage -	\$ 89.55 /pay*	\$ 8.30 /pay	\$ 15.53 /pay

\* Employees newly hired in 2005-06 school year shall be exempt from these increases.

- 2. The provisions of all insurance programs provided for in this agreement shall be detailed in the benefit booklets agreed upon and signed by representatives of the Board and the Association.
- 3. The Board reserves the right to change carriers, any disputes over equal to or better than coverage will be resolved through the grievance procedure.
- 4. The Board will provide each employee with a description of the insurance plans in Section 1 not later than January of each year.
- 5. All new employees and employees returning from unpaid leave of absence will be deemed covered under the insurance plans effective their first compensable day of employment.
- 6. Any employee going on unpaid leave of absence will be entitled to purchase the full insurance protection, at the Board's rates but at his/her own expense.
- 7. Employees out on disability shall continue to pay their co-pay for insurance under Section 1 of this Article.

**Article IX – Salary**

- 1. All employees shall be paid according to the salary schedule in Appendix A. Said payments shall be in 24 equal payments made on the 7<sup>th</sup> and 22<sup>nd</sup> of each month.
- 2. In the event the 7<sup>th</sup> or 22<sup>nd</sup> fall on a weekend or holiday then payment shall be made on the last workday preceding the weekend or holiday. If the payday falls on a Sunday, then employees will be paid on Monday.

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3. Employees may elect to have their paycheck automatically deposited into a bank of their choosing.

### Article X – Deductions From Salary

1. The Board agrees to deduct from the salaries of its employees' dues for the New Horizons Employees Association, the Essex County Education Association, the New Jersey Education Association, and the National Education Association as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, N.J. Public Laws of 1969 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said moneys, together with current records of any corrections, shall be transmitted to such person as may from time to time be designated by the Association each month within three days following the monthly pay period in which deductions were made. The person designated shall disburse such moneys to the appropriate Association or Associations.
2. Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
3. Any individual, covered in whole or in part by this agreement, who does not become a member of the Association during any membership year, shall be required to pay a representation fee to the Association. Said fee shall not exceed 85% of the combined dues of any full member of the Association. On or about January 1 of each school year the Association will notify the Board of those individuals who are required to pay the representation fee. The deductions for said fee shall be in equal deductions and shall begin with the first pay period in February and be completed by the last paycheck of the school year.
4. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability by individuals, whether Association members or not, that may arise from the deductions required in sections 1, 2 or 3 of this Article.
5. The Board agrees to deduct from employees' salaries money for services and other programs as said employees individually and voluntarily authorize the Board to deduct and to transmit the moneys within three (3) days of deduction, to such agencies. Any employee may have such deductions started or discontinued at any time upon fifteen (15) days written notice to the Board and the appropriate agency.  
This shall include:
  - Automatic Payroll Deductions for a credit union designated by the Association
  - Automatic Payroll Deductions for participation in a Tax Sheltered Annuity program.
  - Automatic Payroll Deduction program for electronic transfer of funds. Monies shall be transferred to the employee's banking institution no later than the close of business the same day. If the bank selected by the employee cannot or will not accept the distributions, the Board will not be in violation of this provision.

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### Article XI – Committees

The Board and the Association agree that working together creates a harmonious environment that enriches both the school and the students in its care. To that end the following committees shall be formed:

#### Curriculum Committee

The Board shall select two members and the Association shall select two members from its tenured certificated staff to be part of this committee. The purpose of this committee is to bring teachers and administration together in an effort to discuss curriculum that fully offers the students with the opportunity to learn within the state-approved curriculum. This committee will meet a minimum of twice per year.

#### Liaison Committee

The Board shall select two members and the Association shall select two members from its staff to be part of this committee. The purpose of this committee shall be to meet and discuss issues and concerns of interest to both parties. This committee will meet quarterly. Decisions of the committee will be shared fully with all the members of the Board and the Association.

### Article XII – Miscellaneous Provisions

1. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, age, or sexual orientation.
2. This agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.
3. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
4. Any individual contract or annual salary between the Board and an individual, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this agreement. If an individual contract notification contains any language inconsistent with this Agreement, this Agreement shall be controlling.

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5. Whenever any notice is required to be given by either of the parties of this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so in writing to the following addresses:
  - If by Association, to the Board of Trustees at New Horizons Community Charter School at 45-59 Hayes Street , Newark, NJ 07103
  - If by the Board, to Association at New Horizons Employees Association at 45-59 Hayes Street, Newark, NJ 07103

**Section B: Provisions applying to Certificated Staff**

**Article XIII – Certificated Grievance Procedure**

1. A grievance is a claim by an employee(s) or the Association based upon an alleged improper interpretation, application, or violation of this Agreement, policies, or administrative decisions affecting an employee or a group of employees. The grievance shall be in writing and set forth the specific contractual provision (s) which is alleged to have been violated. A grievance shall be deemed waived unless it is initiated in writing within twenty (20) school days of its occurrence or within twenty (20) school days of when the teacher knew or should have known of its occurrence.
2. The term grievant shall refer to the employee(s) or the Association making the claim on behalf of the employee or group of employees or the Association on behalf of itself.
3. A party in interest shall refer to the person or persons making the claim, and any person including the Association or Board, who might be required to take action or against whom action might be taken in order to resolve the claim.
4. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may from time to time arise affecting employees. Both parties agree that proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
5. Every effort shall be made to prevent and resolve differences on an informal basis before formal procedures are invoked. Formal grievances must originate in a formal complaint setting forth facts constituting the grievance. All decisions rendered shall be in writing, setting forth the decision and the reasons therefore, and shall be transmitted to the Association within the specified timeframes.
6. It is understood that employees shall during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall be fully determined.
7. The number of days indicated at each level below should be considered as a maximum and every effort shall be made to expedite the process. The time limits specified may be extended in writing by mutual agreement. All days referred to in this procedure shall be calendar days.

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- Level One- Principal or Director or Immediate Supervisor

If the grievance arises from a decision of the principal or director or immediate supervisor, the grievant shall first discuss it with the principal or director or immediate supervisor, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

- Level Two- Board of Trustees

If the grievant is not satisfied with the disposition of the grievance at level one, or if no decision has been rendered within 10 days after discussion at level one or 10 days after the grievance was presented, whichever is sooner, the grievance will be reduced to writing and presented to the Board of Trustees.

- Level Three- Arbitration

a. If the grievant is not satisfied with the disposition of the grievance at level two, or if no decision has been rendered within 30 days after a discussion with the Board or 30 days after the grievance was delivered to the Board, whichever is sooner, the Association may submit the grievance to arbitration by filing with the Public Employment Relations Commission and the rule of this agency shall apply. The decision to file for arbitration shall rest with the Association. The Association shall have 5 days from the receipt of the Board's decision or 35 days after it was delivered to the Board to file for Arbitration. Failure by the Association to file shall be deemed a waiver and an acceptance of the Board's decision.

b. The arbitrator shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than thirty (30) consecutive days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issue submitted. The arbitrator's decision shall be final and binding on both parties. The fees and expenses of the Arbitrator are the only expenses which will be shared equally by the parties. All other costs shall be borne by the party incurring such costs.

8. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.
9. The hearing shall be limited to the specific issues set forth in the written grievance. The Arbitrator shall have no authority or power to add or subtract anything from or modify the specific terms or agreements.

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### Article XIV – Teacher Rights

8. Every teacher shall teach course content in the manner he/she considers most practical and useful consistent with good teaching practices within the curriculum established by the Board and supervisory consent.

### Article XV – Teacher Work Year

1. The work year shall not exceed two hundred (200) workdays. Ten of these days shall be no pupil contact days and shall be for the purpose of orientation, organizing classrooms, in-service and/or professional development days as determined by the Board. These days shall start at 9:00 a.m. and end at 2:00 p.m. The exception shall be that a creditable all staff professional development workshop starting before 12 noon may continue beyond 2:00 p.m., but in no case beyond 3:45 p.m. During the school year, the building administrator may use one grade level meeting each week during prep period for the purposes set forth herein.
2. Teachers shall be required to attend Back-to-School Night in September of every new school year. Said Back-to-School Night shall not extend beyond 7:30pm. Teachers shall be provided with a one (1) hour break at a time designated by the administration.
3. Teachers shall be required to attend two parent conferences during each school year, once in November and once in March. Said conferences shall not extend beyond 7:30 p.m. Teachers shall be provided with a one (1) hour break at a time designated by the administration.
4. The school year shall begin no sooner than the third (3<sup>rd</sup>) week of August and will usually end by June 30. In the event of excessive snow days and in order to complete the required number of work days, makeup days may be taken from the Spring break or school may continue into the 1<sup>st</sup> week of July. This shall be determined by the Board no later than the regularly scheduled Board meeting in the month of March. The Board may poll the teaching staff for input prior to the March Board meeting.

### Article XVI – Teacher Work Day

1. The starting and ending time of the regular school day is as follows:  
Teachers shall sign in at 7:40 a.m. and leave at 3:40 p.m.  
Pupil contact shall start no sooner than 8:00 a.m. and end no later than 3:30 p.m.
2. Teachers shall have daily duty free lunch of 45 minutes. Teachers shall be required to transport their students to and from lunch. If this duty infringes on a teacher's lunch or (prep) period, the teacher will be compensated at the rate of \$25.00/hour.
3. Teachers may leave the school building without permission during their duty free lunch. Teachers shall sign out when leaving the building and in when returning to the building.

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4. Teachers shall have a 45 minutes prep period per day. Up to a maximum of four times during the school year, teachers may be required to forego a prep period on one day during the week as long as that prep period is rescheduled for another day within the same week. A minimum of two weeks' notice will be given to teachers prior to any such change in the scheduling of prep periods.
5. Any teacher who performs a duty during the prep time/lunchtime will be compensated \$30.00 for every 45 minutes.
6. Teachers shall be required to attend one meeting per month at the end of the day without additional compensation. Such meeting shall begin no later than ten minutes after the student dismissal time and shall run no more than sixty (60) minutes. Exceptions may be made in cases of emergencies after agreement from the Association president. Teachers shall not be required to attend more than 4 Friday meetings per school year. For said Friday's meeting, teachers and the Association President shall be given notice as soon as possible prior to said meeting. Said meetings shall not last more than 30 minutes. In no case shall this be a Friday prior to a holiday or vacation.
7. With the exception of the four Friday meetings listed above, meetings which take place after the regular in-school workday and which required staff attendance shall not be called on Fridays or any day immediately preceding any holiday or other day when staff attendance is not required at school unless circumstances require otherwise.
8. An Association representative may speak to the staff at the conclusion of any meeting.
9. The summer school tutorial rate shall be \$35.00/hour.

### Article XVII – Teacher Employment

1. The Board agrees to hire properly certificated teachers holding standard certificates or certificates of eligibility by the New Jersey State Board of Examiners for every teaching assignment.
2. Each teacher shall be placed at his proper step in accordance with the salary guide as of the beginning of the school year.
3. Full credit up to the maximum step of any salary level on the agreed teacher salary schedule may be given for previous outside teaching experience in any educational institution, as determined by the Board. Additional credit, up to four steps for years of military service, shall be given upon initial employment.
4. Teachers shall be notified of their new contract salary status no later than the end of the current school year. The director/principal may notify teachers before this date.
5. The Board shall retain full authority in the planning and determination of a school calendar. The Board shall provide a copy of the calendar for the new school year to each teacher no later than the end of the preceding school year.

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6. The Board or director/principal shall notify the Association in writing of the name, address, education, certificates, licenses, salary, salary placement and the reasons for the placement, for each new employee within 10 days of hire.

### Article XVIII – Teacher Assignments

All teachers shall be given written notice of their class and/or special assignments and room assignments (and student lists if available) for the forthcoming school year on or before the end of the current school year.

### Article XIX – Teacher Evaluation

1. All monitoring or observance of the work performance of a teacher shall be conducted openly with full knowledge of the teacher.
2. Teachers shall be evaluated only by persons certificated by the New Jersey State Board of Examiners to supervise instruction.
3. Each evaluation will be one full teaching period/lesson.
4. Tenured teachers shall be evaluated yearly in accordance with the provisions of the New Jersey Administrative Code (6.3-4.1).
5. Non-tenured teachers shall be evaluated yearly in accordance with the provisions of the New Jersey Administrative Code (6.3-4.3).
6. A teacher shall be given a copy of any class visits or evaluation report prepared by his/her evaluators at least one (1) day before any conference to discuss it. Said conferences shall take place no later than ten (10) school days after the evaluation.

### Article XX – Teacher Sick Leave

1. All teachers shall be allowed eleven (11) days of absence in one school year with full pay for personal illness. Teachers with more than three years of service shall be entitled to twelve (12) days of absence in one school year with full pay for personal illness.
2. All teachers shall report an anticipated absence as much in advance of the absence as possible but in no event, later than 6:00am of the morning of the absence. The director/principal shall make available a telephone number for the teacher to report the absence. In the event that the teacher did not report the absence in advance of 6:00am then said circumstances will be described in writing and presented to the director/principal at his request.
3. All unused sick leave days shall be accumulated from year to year with no maximum limit.

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4. In the event an employee of the unit is excluded from working because of an action taken by the school district's medical or health authorities due to exposure to contagious or infectious disease, or a quarantine is imposed on the employee's household, said employee shall not be subject to loss of pay and such absences shall not be counted as sick leave.

### Article XXI – Temporary Leave of Absence

Teachers shall be entitled to the following leaves of absence with full pay each school year.

1. Time off with pay shall be granted for appearances in any legal proceeding connected with the individual's employment provided it was not initiated by the individual or the Association. Employees who are called to jury duty shall receive full pay for time served on jury duty up to ten (10) working days per year.
2. Up to five (5) days shall be granted in the event of the death of immediate family members (spouse, children, parents, grandparents, brother, sister, father-in-law, mother-in-law). One (1) day shall be granted in the event of the death of son-in-law, daughter-in-law, sister-in-law, brother-in-law or any other member of the immediate household. Additional days may be granted by the Board at the request of the employee.
3. All employees covered by this Agreement may attend the NJEA Convention without loss of pay.
4. Each employee shall be entitled to three (3) personal leave days per year for which no reason need be given. However no personal leave day shall be taken before or after a school holiday or vacation day.

### Article XXII – Extended Leave of Absence

1. A leave of absence without pay or benefits of up to two years shall be granted to any teacher who joins the Peace Corps, VISTA, National Teacher Corps, or service as an exchange teacher or overseas teacher, and is full-time participant in either of such programs or accepts a Fulbright Scholarship.
2. Military leave without pay or benefits shall be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States for the period of said service and three months thereafter, or three months after recovery from any wound or sickness at time of discharge.
3. Maternity disability leave may be taken at anytime prior to or following the birth of a child, as provided for by law. The Board may require the employee to provide medical documentation substantiating the need for such a leave.
4. Employees shall be granted a child rearing leave of absence without pay or benefits for a period up to one year following the birth or adoption of a child. Employees wishing to

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return from child rearing leave of absence in August must notify the Board by May 1 of the previous school year. At the sole discretion of the Board, a teacher may be permitted to return to work during any other month provided that such a return is not disruptive to the education process.

5. All benefits to which an employee was entitled at the time her/his leave commenced, including unused accumulated sick leave, shall be restored upon her/his return. The employee shall be assigned to the same position which was held at the time said leave commenced if available, or if not, to a substantially equivalent position.
6. The Association and the Board acknowledge that all teachers shall be entitled to all provisions of the Family Leave Act.

### Article XXIII – Professional Development

1. The Board shall pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, assessments, or other such sessions, which an employee elects to take and/or is requested by the administration to take and is approved in writing by the Board. When said courses, etc., are required for continued employment, all expenses shall be paid in advance whenever possible or no later than one week after submission of expense receipts. Should the Board require an individual to attend any programs during a time when school is not in session, i.e., summer, holidays, etc. then that individual will be compensated at their per diem rate.
2. The Board agrees to provide at least four (4) days of Professional Development training per year as required by the N.J. State Department of Education.

### Article XXIV – Tuition Reimbursement

1. All tenured teachers are eligible to apply for tuition reimbursement for graduate level courses in specific programs of study offered by accredited U.S. colleges or universities.
2. The coursework for which reimbursement will be considered must be consistent with the applicant's present teaching field and/or in field in which the teacher is assigned in the school.
3. Only coursework that includes study in the following areas will be considered for reimbursement:
  - \*Teaching Skills
  - \*Values Clarification
  - \*Writing across content areas
  - \*Critical thinking skills
  - \*Curriculum Development
  - \*Classroom Management

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- \*Special Education
- \*Contemporary Social Issues
- \*Educational Administration
- \*Subject Matter Courses in the Teacher's Area of Certification
- \*Courses Outside a teacher's area of certification that relate to the teacher's course of study

Also Non-Specific Generic Foundation Courses in the Following Areas of Study:

- \*Drug and Alcohol Abuse Awareness
- \*Suicide Awareness
- \*School Law
- \*Contemporary Health Issues Awareness
- \*Computer Literacy
- \*Developmental Psychology

4. Applications for tuition reimbursement must be submitted at least 45 days prior to the end of the academic year and will be followed by copies of official transcripts.
5. The Board shall provide a pool of \$6,000 per year to reimburse employees for the cost of graduate credits. The pool shall be divided among the employees who apply on a per credit basis. A maximum amount of \$300.00 per credit will be reimbursed.

Example A. - 5 employees submit for reimbursement for two 3-credit graduate courses each.  $5 \times 6 = 30$  credits.  $\$6,000 / 30 = \$200$  per credit

Example B. - 2 employees submit for reimbursement for three 3-credit graduate courses each ( $2 \times 9 = 18$ ) and 3 employees submit for two 3-credit courses ( $3 \times 6 = 18$ ) for a total of 36 credits.  $\$6,000 / 36 = \$166.67/\text{credit}$ .

A teacher who receives tuition reimbursement must continue to work in the district for one year after conclusion of the course(s) for which reimbursement is made. If a teacher voluntarily leaves the district within one year of completion of the course(s) for which tuition reimbursement was received, that teacher must repay the board for said reimbursement.

6. Reimbursement will be made based on the following standards:
  - \*A grade B or higher will enable the applicant to receive one hundred percent of the approved reimbursement amount.
  - \*A grade of "C" will enable the applicant to receive fifty percent of the approved reimbursement amount.
  - \*A grade lower than a "C" will result in no reimbursement.
7. A maximum of twelve credits per year may be approved for each applicant.
8. Any teacher who leaves the school district before the end of the current school year following the completion of course work shall be obligated to repay the school district for the amount of the reimbursement received. Such reimbursement may be deducted from the teacher's final paycheck.

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9. Tuition reimbursement herein is subject to all course credits being received at an accredited college and/or university.

**Article XXV – Teacher Salary**

1. Any certificated employee required to perform any duties before or after the work day or work year, i.e., summer school, curriculum writing, home instruction, remediation, plays, extra-curricular activities, coaching, etc., shall be compensated at a rate of \$35.00 per hour. All such positions shall be posted as required by this contract.
2. Salary Guides:

<b>Certificated Staff</b>			
<b>Step</b>	<b>2008-09</b>	<b>2009-10</b>	<b>2010-11</b>
1	45190	45900	46450
2	46100	46820	47380
3	46510	47240	47800
3a	47330	48070	48640
4	48150	48900	49480
5	48720	49480	50070
6	49300	50070	50670
7	49880	50660	51260
8	50670	51460	52070
9	51830	52640	53270
10	53140	53970	54610
11	54630	55480	56140
11a	56890	58950	59650
12	58950	62220	62960
13	62600	64800	66800

**Additional Amounts for Advanced Degrees**

<b>Degree Level</b>	<b>2008-09</b>	<b>2009-10</b>	<b>2010-11</b>
BA15	1200	1400	1400
BA30	1400	1600	1600
MA	1600	1800	1800
MA15	1600	1800	1800
MA30	1600	1800	1800
MA45	1600	1800	1800
EdD/PhD	2400	2600	2600

(All degree amounts are cumulative)

**Section C: Provisions applying to Food Service Employees**

**Article XXVI – Food Service Grievance Procedure**

1. A grievance is a claim by an employee(s) or the Association based upon an alleged improper interpretation, application, or violation of this Agreement, policies, or administrative decisions affecting an employee or a group of employees. The grievance shall be in writing and set forth the specific contractual provision (s) which is alleged to have been violated. A grievance shall be deemed waived unless it is initiated in writing within twenty (20) school days of its occurrence or within twenty (20) school days of when the teacher knew or should have known of its occurrence.
2. The term grievant shall refer to the employee(s) or the Association making the claim on behalf of the employee or group of employees or the Association on behalf of itself.
3. A party in interest shall refer to the person or persons making the claim, and any person including the Association or Board, who might be required to take action or against whom action might be taken in order to resolve the claim.
4. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may from time to time arise affecting employees. Both parties agree that proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
5. Every effort shall be made to prevent and resolve differences on an informal basis before formal procedures are invoked. Formal grievances must originate in a formal complaint setting forth facts constituting the grievance. All decisions rendered shall be in writing, setting forth the decision and the reasons therefore, and shall be transmitted to the Association within the specified timeframes.
6. It is understood that employees shall during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall be fully determined.
7. The number of days indicated at each level below should be considered as a maximum and every effort shall be made to expedite the process. The time limits specified may be extended in writing by mutual agreement. All days referred to in this procedure shall be calendar days.
  - Level One- Principal or Director or Immediate Supervisor

If the grievance arises from a decision of the principal or director or immediate supervisor, the grievant shall first discuss it with the principal or director or immediate supervisor, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

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- Level Two- Board of Trustees

If the grievant is not satisfied with the disposition of the grievance at level one, or if no decision has been rendered within 10 days after discussion at level one or 10 days after the grievance was presented, whichever is sooner, the grievance will be reduced to writing and presented to the Board of Trustees.

- Level Three- Arbitration

a. If the grievant is not satisfied with the disposition of the grievance at level two, or if no decision has been rendered within 30 days after a discussion with the Board or 30 days after the grievance was delivered to the Board, whichever is sooner, the Association may submit the grievance to arbitration by filing with the Public Employment Relations Commission and the rule of this agency shall apply. The decision to file for arbitration shall rest with the Association. The Association shall have 5 days from the receipt of the Board's decision or 35 days after it was delivered to the Board to file for Arbitration. Failure by the Association to file shall be deemed a waiver and an acceptance of the Board's decision.

b. The arbitrator shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than thirty (30) consecutive days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issue submitted. The arbitrator's decision shall be advisory. The fees and expenses of the Arbitrator are the only expenses which will be shared equally by the parties. All other costs shall be borne by the party incurring such costs.

8. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.
9. The hearing shall be limited to the specific issues set forth in the written grievance. The Arbitrator shall have no authority or power to add or subtract anything from or modify the specific terms or agreements.

### **Article XXVII – Food Service Work Year**

1. Food service employees will report to work on the same days that teachers report to work.

### **Article XXVIII – Food Service Work Day**

1. Food Service workers shall work from 7:00 a.m. – 2:30 p.m. and shall be entitled to one-half hour duty-free lunch.
2. On shortened student days, food service employees will be dismissed at 1:00 p.m.

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### Article XXIX – Food Service Sick Leave

1. All Food Service Employees shall be allowed ten (10) days of absence in one school year with full pay for personal illness.
2. All Food Service Employees shall report an anticipated absence as much in advance of the absence as possible but in no event, later than 6:00am of the morning of the absence. The director/principal shall make available a telephone number for the employee to report the absence. In the event that the employee did not report the absence in advance of 6:00am then said circumstances will be described in writing and presented to the director/principal at his request.
3. All unused sick leave days shall be accumulated from year to year with no maximum limit.
4. In the event an employee of the unit is excluded from working because of an action taken by the school district's medical or health authorities due to exposure to contagious or infectious disease, or a quarantine is imposed on the employee's household, said employee shall not be subject to loss of pay and such absences shall not be counted as sick leave.

### Article XXX – Temporary Leave of Absence

Teachers shall be entitled to the following leaves of absence with full pay each school year.

1. Up to five (5) days shall be granted in the event of the death of immediate family members (spouse, children, parents, grandparents, brother, sister, father-in-law, mother-in-law). Days must be consecutive days and include the day of the funeral. Additional days may be granted by the Board at the request of the employee.
2. Each employee shall be entitled to three (3) personal leave days per year for which no reason need be given. However no personal leave day shall be taken before or after a school holiday or vacation day.

### Article XXXI – Extended Leave of Absence

1. Military leave without pay or benefits shall be granted to any employee who is inducted or enlists in any branch of the armed forces of the United States for the period of said service and three months thereafter, or three months after recovery from any wound or sickness at time of discharge.
2. Maternity disability leave may be taken at any time prior to or following the birth of a child, as provided for by law. The Board may require the employee to provide medical documentation substantiating the need for such a leave.
3. The Association and the Board acknowledge that all employees shall be entitled to all provisions of the Family Leave Act.

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Article XXXII – Food Service Salary Guide

<b>Food Service Aides **</b>			
Step	2008-09	2009-10	2010-11
1	17687	17970	18190
2	18199	18490	18710
3	19928	20240	20480
4	21657	22000	22260
5	23357	23720	24000
6	25157	25550	25860

\*\* Plus one-time \$700 retroactive payment to each food service aide for 08-09 contract year

Article XXXIII – Duration of the Agreement

This agreement shall be implemented effective August 1, 2008, and shall continue in effect until July 31, 2011, subject to the Association's right to negotiate over successor Agreement in accordance with N.J.S.A. 34:13A-1seq.

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

Board of Trustees

Association

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Secretary