

Contract Between
Classical Academy Charter School Association
and the
Classical Academy Charter School Board of Trustees

2017-2020

PREAMBLE

The Agreement entered into this 29th day of November 2018 by and between the Classical Academy Charter School of Clifton hereinafter called the "Board," and the Classical Academy Charter School Association hereinafter called the "Association."

WITNESSETH

WHEREAS, the Board and Association have an obligation, pursuant to *N.J.S.A. 34:12A-1 et seq.* to negotiate with respect to the terms and conditions of employment; and

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

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

ARTICLE 1: RECOGNITION

The Board hereby recognizes the Classical Academy Charter School Association as the exclusive and sole representative for collective negotiations concerning grievances and conditions of employment for all regularly employed non-supervisory certificated employees, secretaries and nurses whether under contract, on leave, or on a per diem basis, so employed by the Board. Excluded from the recognized unit are all administrators, supervisory employees, confidential employees, and substitutes.

ARTICLE 2: NEGOTIATION OF SUCCESSOR AGREEMENT

The Parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws 1975 in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin no later than December 1 of the calendar year preceding the calendar year in which this Agreement expires unless otherwise agreed to by the parties. Any Agreement so negotiated, upon ratification, shall be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

ARTICLE 3: GRIEVANCE PROCEDURE

A “grievance” is a claim by an employee, a group of employees, or by the Association, that she, he, or it has been harmed by an interpretation, application or violation of this agreement or policies of the Board or by its administrative decisions which affect terms and conditions of employment. The term “day” when used in this article shall mean a day when the school is in session; weekends, holidays, and days when the school is closed are excluded. The “grievant” is the employee or employees on whose behalf a grievance is submitted or the Association submitting a grievance on behalf of itself.

Any employee may represent himself or herself in this procedure or be represented by the Association.

Level 1

- A. Any employee who has a grievance shall discuss it first with the Lead Person or his/her designee in an attempt to resolve the matter at that level informally. All grievances must be filed within fifteen (15) days of when the grievant knew or should have known of the alleged violation.
- B. If, as a result of the discussion, the matter is not resolved, the employee shall submit the grievance in writing to the Lead Person within fifteen (15) days from the time when the grievant knew or should have known of the alleged violation. The Lead Person shall communicate his/her decision to the employee in writing within ten (10) days of receipt of the grievance in writing.

Level 2 Board of Trustees

If the grievant is not satisfied with the disposition of his/her grievance at Level I, or if no communication has been received by the aggrieved within ten (10) days after the grievance was delivered to the Lead Person, the employee or Association may within ten (10) days of receipt of the decision at Level I, forward the grievance to the Board of Trustees in writing to the attention of the President of the Board of Trustees. The Board of Trustees or a committee thereof shall consider the grievance and shall furnish its written findings to the Association within forty five (45) days from the receipt of the grievance.

Level 3 Arbitration

- A. If the grievant is not satisfied with the Level 2 disposition of any grievance pertaining to employee discipline as defined in NJSA 34:13A-22, or if no decision on any such grievance has been rendered within forty -five (45) days from the receipt of the grievance by the Board of Trustees, the Association may submit the grievance to arbitration by filing a request with the Public Employment Relations Commission (PERC) and the rule of this agency shall apply. All Level 3 grievances must be submitted to PERC within twenty (20) working days of the date on which the grievant received a decision at Level 2 or, if no decision is received, within twenty (20) working days of the due date of the Level 2 decision. Failure to timely request arbitration shall be deemed an acceptance of the Board’s decision. Upon submitting to PERC, copies of any Level 3 grievance shall be provided to the Lead Person and President of the Board of Trustees. Only

grievances pertaining to employee discipline may be submitted to arbitration pursuant to NJSA 34:13A-29.

- B. Any Level 3 grievance decision within the scope of the arbitrator's authority shall be final and binding on both parties.
- C. **Costs** – The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.
- D. **Reprisals** - No reprisals of any kind shall be taken by the Board or by any member of the administration against any representative or member of the Association who is a participant in the grievance procedure by reason of such participation.
- E. **Miscellaneous** - Any and all documents, communications, and records dealing with a grievance shall be kept in a separate grievance file. Grievance documents shall not be kept in employee personnel files.

ARTICLE 4: EMPLOYEE RIGHTS AND PRIVILEGES

- A. 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.
- B. Employees shall be granted the right to inspect their personnel file upon reasonable advance notice to the Lead Person of a request for such inspection.
- C. The Board shall not establish any separate personnel file which is not available for the employee's inspection.
- D. Whenever any employee is required to appear before any administrator, Board, or any committee (or member thereof) concerning any matter which is disciplinary in nature, the employee shall be given at least forty-eight (48) hours notice of the meeting(s) or interview(s) and shall be entitled to have a representative of the Association or NJEA Field Representative to advise and represent him/her during such meeting or interview. However, no such meeting or interview will be delayed because of the availability of an NJEA Field Representative.
- E. No employee shall be disciplined, reprimanded, reduced in rank, or deprived of any professional advantage or occupational benefit for disciplinary reasons without just cause or as provided by law. Any such action shall be subject to binding arbitration or other applicable procedures. Nothing in this Agreement shall be construed to limit the School's authority and prerogative to take action which it deems appropriate based on evaluation of any employee's performance.

ARTICLE 5: ASSOCIATION RIGHTS AND PRIVILEGES

- A. Upon request, the Board shall provide the Association with all non-confidential information, such as budgetary and financial information, reasonably necessary to negotiate and administer this agreement.
- B. Representatives of the Association shall be permitted to transact official Association business within the school building at reasonable times, provided that this shall not interfere with or interrupt any school operations and that the employees attending after-school meetings will not be paid for the time at the meetings. Any representative of the Association or the NJEA must register his or her arrival in the same manner as any other visitor to the building.
- C. The Association or its designees shall have the right to use a school building at all reasonable hours for meetings, so long as the meeting does not disrupt any school operations, including instruction, after school activities and professional development days. The Lead Person of the building will be notified at least three (3) school days in advance of the time and date of all meetings.
- D. The Association president shall be allowed to maintain a file cabinet or similar storage cabinet in mutually agreed upon location for Association files and materials, without cost or liability to the Board.
- E. 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, unless otherwise mandated by law.
- F. The Board shall provide to the Association the names and positions of all newly hired employees holding recognized positions in the bargaining unit. Upon request, the Board shall also provide to the Association the names and positions of all employees who are promoted to a new position or stipend addition to their current position, as well as the names and positions of employees who are notified of termination or non-renewal.
- G. The Board shall provide to the Association, upon request, any information concerning the deductions of Association dues and membership within the Association.

ARTICLE 6: TERMS AND CONDITIONS OF EMPLOYMENT

- A. Except as this Agreement shall 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. Such terms and conditions shall include, but not be limited to, any and all terms and conditions of employment contained in existing policies and as established by past practice.
- B. Any and all negotiable or existing terms and conditions of employment not modified herein shall continue in full effect until and unless changed through collective negotiations.

ARTICLE 7: WORK YEAR

- A. The instructional year shall be 196 days inclusive of four (4) days for inclement weather.
- B. All employees who fall within the recognized unit shall be released two (2) full days with pay to attend the NJEA Convention yearly.
- C. Teachers shall be required to attend the Back to School night.
- D. The work year shall be 198 days inclusive of two (2) days of professional development and orientation. The first and last day of the work year shall be non-student contact days.

ARTICLE 8: WORK DAY

- A. The workweek will be from Monday through Friday except under emergency circumstances. School trips may be scheduled on weekend days provided that these assignments are voluntary and stipends will be paid for these trips. See Appendix B for amount of payment.
- B. All teachers must be in their homerooms by 7:45 AM. Those teachers without a homeroom must be at their morning duties by 7:45 AM.
- C. The secretary's work hours shall be 7:45 AM to 3:30 PM.
- D. All teaching staff members, including the school nurse, should leave the school building by 3:30 PM. Anyone needing to stay at school later than 3:30 PM must have approval of the Lead Person.
 - 1. All teaching staff members shall be required to attend after-school faculty meetings. Except in urgent circumstances, such meetings shall be scheduled in advance by the Lead Person. The administration will end all faculty meetings by 4:00 PM except in case of emergency.
 - 2. All teaching staff members shall be required to stay after school for Parent-Faculty meetings.
 - 3. All teaching staff members shall be required to attend the annual evening Parents Night.
 - 4. All staff shall vacate the building by 3:15 PM each Friday and on the last day before a school vacation.
- E. During each teacher's lunch period, the teacher shall supervise his or her students during the students' lunch.
- F. Teachers are not to leave the school building during the work day without notifying the Lead Person or his/her designee.
- G. No teachers shall have more than five (5) teacher period assignments per day. In the event that the School determines that there is a need for a teacher to take a sixth assignment, the assignment shall be given to any qualified teacher currently employed by the School in the discretion of the Board or administration. Any teacher with a sixth assignment shall be paid \$5,000. Each sixth assignment shall be no longer than one school year in duration.

- H. All teachers will receive two (2) preparation periods during the day.
- I. Any teacher asked to cover a class for another teacher shall be compensated \$30 for every period.
- J. Any requirement to create curricular guides outside of school hours shall be compensated at eight hundred (\$800.00) dollars per curricular guide.

ARTICLE 9: EMPLOYEE PLACEMENT

- A. Employees shall be notified of their contract and salary status no later than May 15th of each contract year.
- B. The Board shall retain full authority in the planning and determination of a school calendar. The Board shall provide a copy of the tentative calendar for the new school year to each employee no later than the end of the preceding school year.

ARTICLE 10: ASSIGNMENTS

All employees shall be given written notice of their tentative class and/or assignments and room assignments, if applicable, for the forthcoming school year before the end of the preceding school year. The Association understands that the administration retains full authority to change any and all placements at any time. In that event, the employee will be given as much notice as is possible.

ARTICLE 11: PROMOTIONS/JOB OPENINGS

The Board shall post any vacancy in a bargaining unit position. Such posting shall be emailed to the staff. Each posting shall remain open for no less than fourteen (14) calendar days.

ARTICLE 12: TEACHER EVALUATION

- A. All monitoring or observation of work performance shall be conducted openly with full knowledge of the teacher. The use of eavesdropping, public address, audio systems and similar surveillance shall be strictly prohibited.
- B. Whenever possible, a teacher shall be given a copy of any formal observation or evaluation report prepared by her/his evaluators prior to any conference to discuss it. Said conference shall take place no later than fifteen (15) school days after the observation or evaluation.
- C. Parent survey results will not be part of the evaluation process.
- D. Any teacher required by the Board to serve as a mentor for a new teacher with a Certificate of Eligibility with Advanced Standing will be paid five hundred fifty (\$550) dollars. Any teacher required by the Board to serve as a mentor for a new teacher with a Certificate of Eligibility will be paid one thousand (\$1,000.00) dollars.

ARTICLE 13: LEAVES OF ABSENCE

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

- A. Employees shall be allowed ten (10) days of absence in one school year with full pay for personal illness in accordance with the law.
- B. Each full-time 10 month employee will receive 3 personal days per year. Personal leave days not utilized during the year shall be accumulated as unused sick days.
- C. Employees who are called to jury duty shall receive full pay for all time served on jury duty.
- D. Up to five (5) days shall be granted in the event of the death of immediate family members (spouse, domestic partner, civil union partner, child, grandchild, son-in-law, daughter-in-law, parent, step-parent, grandparent, father-in-law, mother-in-law, brother, sister, sister-in-law, brother-in-law) and any other member of the immediate household. Employees shall be granted up to one (1) day in the event of death of a relative outside the employee's immediate family as defined above.

ARTICLE 14: COMMITTEES AND BOARD REPRESENTATION

- A. The Board and the Association agree that working together creates a harmonious environment that enriches both the school and the students in its care.
- B. Liaison Committee:** the Board shall select two (2) members and the Association shall select two (2) 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, and shall only be advisory in nature. Nothing in this Article shall be construed as to limit the Board's discretion to exercise its managerial prerogative.

ARTICLE 15: PROFESSIONAL DEVELOPMENT

- A. 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 required or approved by the Lead Person. When said courses, etc., are required, all registration expenses shall be paid in advance to the extent possible. Reimbursement for all other approved trainings will be paid within sixty (60) days of the Lead Person's receipt of documentation of attendance and expenses.
- B. Each teaching staff member will receive two (2) paid Professional Development Days per contract year.
- C. Reimbursement of Professional Development Costs: the Board will provide reimbursement of professional development costs including travel mileage for attendance at approved workshops, seminars, training sessions/programs.

ARTICLE 16: INSURANCE PROTECTION

- A. The Board shall provide insurance coverage for all employees, and shall permit employees to elect to cover their eligible dependants at the employees' expense, for all insurance listed in this section. Employees will continue to contribute to their health benefits in the same manner that is currently in effect unless mandated otherwise by statute or regulation.

- B. **Health Insurance** –Employees may enroll in the School Employee Health Benefits Plan (SEHBP) according to the procedures provided throughout this Article. Health insurance benefits will be equal to or better than the School Employee Health Benefits Plan.
- C. **Prescription Insurance** – Employees may enroll in the prescription plan according to the procedures provided throughout this Article. Prescription insurance benefits will be equal to or better than the School Employee Health Benefits Plan.
- D. **Dental Insurance** – Employees may enroll in one of the dental plans listed in Appendix C at their own expense according to the procedures provided throughout this Article.
- E. The provision of all insurance programs provided for in this Agreement shall be detailed in the master policies.

ARTICLE 17: TUITION REIMBURSEMENT

- A. For school administration approved graduate courses the Board will reimburse teachers for course tuition at one-half (1/2) the Montclair University in-state graduate per-credit cost. College graduate course reimbursement will not exceed nine (9) graduate credits per 12 month calendar year (including summer courses).
- B. Application for tuition reimbursement approval must be submitted at least fourteen (14) days prior to the first scheduled class. Copies of official transcripts showing course completion and grades must be submitted no later than sixty (60) days after course completion and reimbursement payment will be made within thirty (30) days of submission.
- C. Reimbursement will be made based on the following standards:
 - 1. A grade “B” or higher will enable the applicant to receive one hundred percent (100%) of the approved reimbursement amount.
 - 2. A grade lower than a “B” will result in no reimbursement.
- D. The administration must approve coursework in advance and shall have discretion in considering requests. All requests will be given equal consideration.
- E. Employees receiving tuition reimbursement under this Article shall reimburse the Board the full amount of the reimbursement if they voluntarily end their employment within one (1) year of the completion of the coursework.

ARTICLE 18: SALARY

Refer to Schedule A for salaries and salary guide information. Merit pay shall be based on observations and evaluations based on the Danielson Model. Any employee deemed effective or highly effective pursuant to this model shall receive an annual bonus of \$2,000.

ARTICLE 19: DEDUCTIONS FROM SALARY

- A. The Board agrees to deduct from the salaries of its employees dues for the Classical Academy Charter School Association, the Passaic 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 by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such moneys to the appropriate Association or Associations.

- B. 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.
- C. 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 15 days of deduction, to such agencies. Any employee may have such deductions discontinued at any time upon 30 days written notice to the Board and the appropriate agency.

ARTICLE 20: REPRESENTATION FEE

- A. If an employee does not become a member of the Association during any membership year (*i.e.*, September 1 to August 31) 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.
- B. At the onset of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees, and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers/fee-payers will be determined by an impartial arbitrator in accordance with the law.
- C. On or about October 1 of each year, the Board will submit to the Association a list of all employees in the bargaining unit. On or about January 1st of each year, the Association shall provide the Board with the names of those employees who are required to pay the representation fee.
- D. The Board will deduct from the salaries of the employees referred to in Article I the full amount of the yearly representation fee in equal installments beginning with the first paycheck in February.
- E. Except as otherwise provided in this Article, the mechanics for the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the transmission of regular membership dues to the Association.
- F. The Association will notify the Board in writing of any changes in the list provided for in Paragraph B above, the amount of the representation fee, and such changes will be reflected in any deductions made more than 30 days after the Board received said notice.
- G. On or about the last day of each month, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding 30

days. The list will include names and job titles for all such employees. The Board will also notify the Association of any change in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, or death.

ARTICLE 21: MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. Any individual contract or annual salary 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.
- C. Copies of this Agreement shall be printed at the expense of the Board after agreement with the Association on format within 30 days after the Agreement is signed. The Agreement shall be presented to all employees now employed, by the Board hereafter employed by the Board.
- D. Whenever any notice is required to be given by either of the parties of this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so in writing to the following addresses:

If by Association, to Board at Classical Academy Charter School, 1255 Main Avenue, Clifton, New Jersey 07013

If by Board, to Association at Classical Academy Charter School, 1255 Main Avenue, Clifton, New Jersey 07013

ARTICLE 22: DURATION OF AGREEMENT

This Agreement shall be implemented between the period July 1, 2017 to June 30, 2020;

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: Wafa Al-Binami

Katharina Weber
Elene Mu
By: _____

Dated: 29 Nov 2018

Dated: 11/29/2018

Appendix A – Salary Guides

2017-18

Step	BA	BA+15	MA
1	\$ 40,081	\$ 41,831	\$ 43,581
2	\$ 40,852	\$ 42,602	\$ 44,352
3	\$ 41,652	\$ 43,402	\$ 45,152
4	\$ 42,452	\$ 44,202	\$ 45,952
5	\$ 43,252	\$ 45,002	\$ 46,752
6	\$ 44,052	\$ 45,802	\$ 47,552
7	\$ 44,852	\$ 46,602	\$ 48,352
8	\$ 45,652	\$ 47,402	\$ 49,152
9	\$ 46,452	\$ 48,202	\$ 49,952
10	\$ 47,252	\$ 49,002	\$ 50,752
11	\$ 48,052	\$ 49,802	\$ 51,552
12	\$ 48,852	\$ 50,602	\$ 52,352
13	\$ 49,652	\$ 51,402	\$ 53,152
14	\$ 50,452	\$ 52,202	\$ 53,952
15	\$ 51,252	\$ 53,002	\$ 54,752
16	\$ 52,052	\$ 53,802	\$ 55,552

2018-19

Step	BA	BA+15	MA
1	\$ 41,033	\$ 42,783	\$ 44,533
2	\$ 41,283	\$ 43,033	\$ 44,783
3	\$ 42,068	\$ 43,818	\$ 45,568
4	\$ 42,868	\$ 44,618	\$ 46,368
5	\$ 43,668	\$ 45,418	\$ 47,168
6	\$ 44,468	\$ 46,218	\$ 47,968
7	\$ 45,268	\$ 47,018	\$ 48,768
8	\$ 46,068	\$ 47,818	\$ 49,568
9	\$ 46,868	\$ 48,618	\$ 50,368
10	\$ 47,668	\$ 49,418	\$ 51,168
11	\$ 48,468	\$ 50,218	\$ 51,968
12	\$ 49,268	\$ 51,018	\$ 52,768
13	\$ 50,068	\$ 51,818	\$ 53,568
14	\$ 50,868	\$ 52,618	\$ 54,368
15	\$ 51,668	\$ 53,418	\$ 55,168
16	\$ 52,468	\$ 54,218	\$ 55,968

2019-20

Step	BA	BA+15	MA
1	\$41,999	\$43,749	\$45,499
2	\$42,249	\$43,999	\$45,749
3	\$42,499	\$44,249	\$45,999
4	\$43,304	\$45,054	\$46,804
5	\$44,104	\$45,854	\$47,604
6	\$44,904	\$46,654	\$48,404
7	\$45,704	\$47,454	\$49,204
8	\$46,504	\$48,254	\$50,004
9	\$47,304	\$49,054	\$50,804
10	\$48,104	\$49,854	\$51,604
11	\$48,904	\$50,654	\$52,404
12	\$49,704	\$51,454	\$53,204
13	\$50,504	\$52,254	\$54,004
14	\$51,304	\$53,054	\$54,804
15	\$52,104	\$53,854	\$55,604
16	\$52,904	\$54,654	\$56,404

Appendix B – Extracurricular Stipends

Yearbook	\$500
Newspaper	To be negotiated
School Magazine	To be negotiated
Chaperone Duty (school not in session)	\$21.00/hour
Chaperone Duty (school not in session / overnight)	\$275/day
Chaperone Duty (overnight / school in session)	\$150/day

Appendix C – Dental Plans