

CONTRACT

BETWEEN

**The Trenton Community Charter School
Education Association**

AND

**The Trenton Community Charter School
Board of Trustees**

July 1, 2005 to June 30, 2008

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PREAMBLE

This Agreement entered into this _____ day of _____, _____
Day Month Year

By the Board of Trustees of the Trenton Community Charter School
(hereafter called the "Board") and the Trenton Community Charter School
Education Association (hereafter called the "Association").

ARTICLE I
RECOGNITION

- 1:1 The "Board" recognizes the Trenton Community Charter School Education Association as the majority representative concerning the terms and conditions of employment for all regularly employed certificated employees employed and under contract to the Trenton Community Charter School, including teachers, family service coordinator and school nurse. Excluded are all supervisory, executive personnel and all non-certificated personnel and substitute teachers, except as referred to above.
- 1:2 The term "employee" when used hereinafter in this Agreement shall refer to all members included in the unit represented by the Association, which includes the job titles set forth in Article I, 1:1 above. References to employees shall be deemed to include male and female.

ARTICLE II

NEGOTIATIONS PROCEDURE

- 2:1 All negotiations shall be conducted toward achieving the requirements and goals of the Trenton Community Charter School Charter Application and any and all adopted amendments to the Agreement.
- 2:2 The Board shall make available to the Association, upon request within a reasonable time all information within its possession which is not privileged under law and which is relevant to the subject under discussion.
- 2:3 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.
- 2:4 Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.

ARTICLE III

GRIEVANCE PROCEDURE

3:1 DEFINITION

- 3:1.1 A "grievance" is a claim by a grievant based upon an interpretation, application or a violation of this Agreement, Board policies or administrative decisions affecting the terms and conditions of employment of said employee and/or Association.
- 3:1.2 The "Grievant" is the employee, employees or Association making this claim.
- 3:1.3 A grievance to be considered under this procedure must be initiated by the employee within ten (10) school days of its occurrence.

3:2 PROCEDURE

- 3:2.1 The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the issues which may from time to time arise affecting the parties of this Agreement. The parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 3:2.2 It is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered the maximum and every effort should be made to expedite the process. The time limits specified may however, be extended by mutual agreement in writing. All days referred to herein shall be school days.
- 3:2.3 It is understood that employees shall during and notwithstanding the pendency of any grievance, continue to observe all assignment and applicable rules and regulations of the Board until such grievance and any effect thereof shall be fully determined.

STEP I

- 3:2.4 Any employee who decides either alone or with the assistance of the Association that he/she has a grievance shall discuss it with his/her immediate supervisor in an attempt to resolve the matter informally at that level. If there is no immediate supervisor, then the School Director shall be considered the immediate supervisor. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee, or no decision is rendered, within seven (7) school days of such discussion, the employee shall set forth his/her grievance in writing to his/her school director, specifying:

- a. The nature of the grievance and the date of its occurrence.
- b. The results of the previous decision
- c. Relief sought.

The School Director scheduled a meeting with all parties within twelve (12) days of the receipt of the grievance. The School Director shall communicate his/her decision to the grievant and his/her representative in writing with ten (10) school days after the scheduled meeting.

STEP II

- 3:2.5 The employee no later than seven (7) school days of the School Director's decision may appeal the School Director's decision to the Executive Director. The appeal to the Executive Director shall be made in writing, reciting the matter submitted to the School Director as specified above in 3:2.4 and the employee's dissatisfaction with the decision previously rendered and whether a meeting with the Executive Director is desired. The Executive Director shall attempt to resolve the matter as quickly as possible by scheduling a meeting with all parties within fifteen (15) school days. The Executive Director shall communicate his/her decision in writing to the employee, the School Director/ immediate supervisor and the Association within fifteen (15) school days after the meeting required in this paragraph.

STEP III

- 3:2.6 If the grievance is not resolved to the employee's satisfaction, no later than seven school days after receipt of the Executive Director's decision, he/she may appeal to the board by submission of the grievance. The Board shall review the grievance and shall determine, at its sole discretion at the next scheduled board meeting, whether a hearing with the grievant is necessary. An informal hearing, if granted, shall not exceed thirty (30) minutes. The board shall render a written decision in any case within thirty (30) school days of receipt of such grievance by the Board, or within thirty (30) days of its next scheduled meeting, whichever comes earlier.
- 3:2.7 If the Association is not satisfied with the disposition of the grievance at STEP III or if no decision has been rendered within thirty (30) days after a discussion with the Board of Trustees or thirty (30) days after the grievance was delivered to the Board of Trustees, whichever is sooner, the Association may submit the grievance to arbitration.

ARBITRATION

3:2.8 In 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 Executive Director within fourteen (14) school 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 Employees 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 on all parties. Only the Board and the Association will be given copies of the arbitrator's opinion and award. This will be given within thirty (30) school days of the arbitrator's hearing.

3:2.9 Meetings and hearings. No meeting or hearing conducted under this procedure will be public. The only parties in attendance will be the parties of interest and their designated representatives.

3:2.10 Costs. The fees and expenses of the arbitrator are the only expenses, which will be shared by the two parties, and such costs shall be shared equally. Any other costs shall be borne by the party incurring them.

ARTICLE IV

MANAGEMENT RIGHTS

4:1 The Board shall reserve 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.

4:2 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, decisions of the New Jersey Public Employees Relations Commission and Statutes of the State of New Jersey.

4:3 Nothing contained herein shall be construed to deny or restrict the Board in its exclusive right to administer itself, nor deny or restrict the Board in any of its rights and authority under any national or state law.

ARTICLE V

EMPLOYEE RIGHTS

- 5:1 The Board agrees to comply with the provisions of N.J.S.A. 34:13A-1 et seq.
- 5:2 Nothing contained herein shall be construed to deny any employee such rights as he/she may have under New Jersey School Laws or other applicable laws or regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- 5:3 Except as the 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.

ARTICLE VI

ASSOCIATION RIGHTS

6:1 Representation

6:1.1 Representatives of the Association shall be permitted to transact official Association business on school property if space is available and does not interfere with or interrupt normal school operations, upon permission of the School Director with proper notice.

6:2 Use of Building

6:2.1 The Association and its representatives shall have the right to use a school building at all reasonable hours for meetings if space is available and it does not disrupt normal school operations. The school director of the building in question shall be given seven (7) school days notice in advance of the time and place of all such meetings to authorize such use.

6:3.1 The Association shall have the exclusive use of a bulletin board in the staff lounge.

6:3.2 The Association shall have the right to use the school mailboxes. The Association shall be responsible for the distribution of Association material and/or any clerical work require for distribution of Association materials.

ARTICLE VII

EMPLOYEE WORK YEAR

7:1 In-School Work Year

✓ 7:1.1 The work year for ten (10) month employees shall be between September 1 to June 30th and shall include 192 days. Teachers shall be granted one half prep day for the purpose of classroom set-up prior to the first day of school for the students.

7:1.2 Teachers shall be granted one half prep day for the purpose of classroom breakdown at the conclusion of the student's year.

7:2 Definition of In-School Work Year

7:2.1 The in-school work year shall include days when pupils are in attendance, orientation days, in-service days and any other days which employee's attendance is required by the Board.

ARTICLE VIII

WORK HOURS AND WORK LOAD

8:1 Work Day

8:1.1 The regular workday for employees shall be eight (8) hours, from 7:30 a.m. to 3:30 p.m., unless written notice is provided by the Board no later than June 30.

The student day will be from 8:00 a.m. to 3:15 p.m.

✓ 8:1.2 Employees shall have a daily duty-free lunch period of forty (40) minutes. Employees may leave the building at this time utilizing the administration-designed sign out procedure.

8:1.3 Employees shall have one (1) daily duty-free preparation period of forty (40) minutes. Employees shall have duty periods at 7:40 – 7:55 and at 3:10 - 3:30 p.m.

8:2 Meetings

8:2.1 Employees may be required to work up to nine hours (9) for the purpose of attending faculty and/or other professional meetings, not to exceed two days each month. Staff meetings and/or Staff Development will be held on Wednesdays between 3:30 and 4:30 p.m.

✓
8:2.3 Employees may be required to attend not more than twenty-four (24) evening assignments or meetings each school year without additional compensation as designated by the School Director. These meetings shall not include optional school committee meetings such as Budget, grievance , and new site development. These meetings do include the Parent Conferences referenced in 8:3.

8:3 **Parent Conferences**

Six times per year, a four (4) hour student day shall be scheduled and parent conferences shall be scheduled between the time of student dismissal and the end of the normal in school day. Additional time for parent conferences shall be scheduled during the evenings as deemed necessary by the School Director and in accordance with 8:2.3. Teachers may request additional release time from student's contact time to schedule and/or conduct conferences where special circumstances, such as large class load, warrant. Such additional release time may be granted at the approval of the School Director.

8:4 Employees will be required to attend one (1) weekend for in-service training. ✓

ARTICLE IX

SALARIES

- 9:1 Salary: see attached guides
- 9:2 Equal paychecks shall be issued to employees on the 15th and the last day of the month. (Twenty equal paychecks for 10-month employees and 24 equal paychecks for 12-month employees) The board shall implement this pay schedule on July 1, 2006.
- 9:3 When a payday falls on the weekend or during a school holiday, employees shall receive their paychecks on the last previous school workday.
- 9:4 New employees shall move up on the salary guide who have begun work for the board no later than February 1st of the preceding year. In determining a new teacher's position on the salary schedule, no credit will be allowed for less than a full year's experience.
- 9:5 Employees shall be entitled to one incremental step for experience on salary guides each year of satisfactory performance of duties as determined by the Executive Director based on established evaluation procedures and upon approval of the Board. ✓

ARTICLE X

LEAVES OF ABSENCE

10:1 Sick Leaves

10:1.1 All employees shall be allowed sick leave with full pay for ten (10) school days in any school year.

10:1.2 All unused sick leave shall be accumulated from year to year with a maximum limit of 90 days. Such days are not compensable upon separation or resignation. **Effective July 1, 2003, the Board shall pay \$50.00 per day, to each employee or his/her estate for unused accumulated sick leave. The maximum payment shall be for up to ninety (90) days upon retirement.**

10:1.3 All employees shall be given a written accounting of accumulated sick leave no later than September 15th of each year.

10:2 Personal Leave

10:2.1 All employees shall be allowed two (2) days leave with full pay in any school year for personal business that cannot be handled outside of school hours.

10:3 Professional Leaves of Absence

10:3.1 Employees may apply to the School Director for leave with pay to attend professional conferences, workshops, and seminars that have a direct relationship to the employee's responsibilities in the educational environment.

10:4 Bereavement Leave

Bereavement leave allows for leave of five school days for a death in the immediate family and three school days for other family members. Immediate family is defined as spouse, mother, father, children, and siblings and parent-in-law. Other family members include grandparents, grandchildren, brothers-in-law and sisters-in-law. For all other relatives or friends, a staff member may apply to the School Director to use his or her personal business days.

10:5 Procedure

10:5.1 All applications for leave should be presented to the extent possible in writing on a form provided by the Board.

10:6 Military Leave

Granted pursuant to existing statutory law (N.J.S.A. 38:23-1). A copy of the military orders must be filed with the Executive Director.

10:7 Disability Due to Pregnancy

- 10:7.1 Pregnant employees shall apply for a disability leave of absence. Such leave may be granted commencing with the period of actual disability and terminating with the end of the period of actual disability. The following conditions shall apply to pregnancy disability leaves.
- 10:7.2 The employee shall notify the Executive Director of her pregnancy as soon as possible after medical confirmations.
- 10:7.3 Upon request of the Board, request for maternity leave shall include a statement from a physician confirming the pregnancy and anticipated date of birth.
- 10:7.4 Exact dates of leave will be arranged in consideration of both medical evidence and administrative feasibility. The Board of Trustees reserves the right to regulate the termination dates of anticipated disability leaves in order to preserve educational continuity. When this occurs, an employee who is placed on an involuntary unpaid leave shall be entitled to all sick leaves during the period of actual disability.
- 10:7.5 A statement from a physician certifying that an employee is physically able to return to duty may be required by the Board before the employee is permitted to return from maternity leave.
- 10:7.6 An employee's return date to employment may be extended for a reasonable period of time at her request and upon approval by the Board for reasons associated with pregnancy, birth or related medical cause.
- 10:7.7 A disability leave of absence may not be extended beyond the end of the school year in which the leave is obtained.
- 10:7.8 Except as provided above, no employee shall be bared from returning to duty after the birth of her child solely because there has not been a certain time lapse between birth and her desired dates of return.
- 10:7.9 No employee shall be removed from her duties during pregnancy except upon one of the following reasons:
- a. The Board has found that her performance has noticeably declined.
 - b. The pregnant employee is found to be medically unable to continue working by her own physician and the Board's physician, or where these physicians disagree, by a physician jointly selected by the Board and the employee.

one of the following reasons:

- a. The Board has found that her performance has noticeably declined.
- b. The pregnant employee is found to be medically unable to continue working by her own physician and the Board's physician, or where these physicians disagree, by a physician jointly selected by the Board and the employee.
- c. Just Cause.

10:7.10 Any employee granted disability leave may, at her discretion, elect to use all or part of her accumulated sick leave during the period of actual disability and receive full paid benefits.

ARTICLE XI

EMPLOYEMENT AND PROMOTIONS

- 11:1 Opportunity will be given to any employee to apply for available positions by posting notices in the school buildings on the School Bulletin Board.
- 11:2 Notice of any vacancies shall be posted at least five (5) days before the final date by which applications must be submitted.

ARTICLE XII

EVALUATION PROCEDURES

- 12:1 Employees shall be observed/evaluated with the New Jersey Administrative Code.
- 12:2 All monitoring of observations of the work performance of an employee shall be conducted openly and with full knowledge of the employee. The use of eavesdropping, public address cameras, audio systems and similar surveillance devices shall be strictly prohibited unless by written permission of all parties.
- 12:3 The policy for observation/evaluation of non-tenured staff members will be distributed to each teaching staff member at the beginning of his/her employment with the school, in any event no later than September 15th of each school year.
- 12:4 Non-tenured employees shall be observed at least three (3) times in each school year with each observation equal in time to a subject lesson or therapy session

observation equal in time to a subject or therapy session. Observations will be followed in each instance by a written report and a conference between the employee and his/her immediate supervisor. A written evaluation will be completed no later than April 30. A written annual evaluation will be based on at least one (1) observation and received before April 30 of the school year.

- 12:6 An employee shall be given a copy of any observation report or evaluation prepared by his/her evaluator at least one (1) school day before any conference to discuss it, and no more than ten (10) school days following the scheduled observation.
- 12:7 An employee shall be required to sign the evaluation form, after the conference referred in (12:6) with the express understanding that such signature does not necessarily indicate agreement with the contents thereof.

No employee shall sign an incomplete evaluation form.

Observation/evaluation reports shall be submitted to Central Office or placed in the employee's file subsequent to the private conference and the opportunity to sign the observation/evaluation report.

ARTICLE XIII

PERSONAL AND PROPERTY INTEREST

- 13:1 The Board of Trustees and the Association recognize the mutual rights and responsibilities of the Board and its employees pursuant to N.J.S.A. 18A:6-1.

ARTICLE XIV

PROFESSIONAL DEVELOPMENT

14:1 **In-Service Programs**

- 14:1.1 The Board shall provide in-service improvement programs for all employees which shall be cooperatively planned to meet priorities determined by Administration and the Local Professional Development Committee as established by New Jersey statues/or regulations.
- 14:1.2 Employees who participate in an in-service program shall be given credit toward their 100 hours mandate as indicated in their Professional Improvement Plans.

14:2 **Tuition Assistance Program**

14:2.1 **Effective Date**

This Article shall take effect 2001-2002 academic year.

14:2.2 **Funding**

✓ Employees will be reimbursed for tuition based upon availability of funds. In no event shall the total amounts expended by the Board in any one year exceed \$10,000. In the event more employees apply than funding is available for, funds shall be distributed on a first-come, first-served basis.

14:2.3 **Regulations**

- 14:2.4 a). All full time employees who have been employed by the Trenton Community Charter School for at least one(1)full year.

14:2.5 **Application Procedure**

- a). The employee must submit a written request to the Executive Director for review and approval, which is at his/her discretion.
- b). The Executive Director will inform the employee whether the request is approved or disapproved. Upon completion of the course, the teacher shall submit a transcript to the Executive Director for reimbursement.

14:2-6 Approval Regulations

- a). To be approved, the course/program must benefit both the employee and the Trenton Community Charter School. It must be related to the employee's performance in his/her present position or in an area designated and approved by the Executive Director. A course/program which in itself is not directly related to the employee's present position may be approved if this course/program is part of a degree program and is necessary to complete the requirements of the degree. Such degree program must have prior approval of the Executive Director and must be in a field related to the employee's present position or in an area designated and approved by the Executive Director.
- b). Courses that may be approved are:
- 1). Courses taken toward a Master's Degree in general education or in a specific subject in which the staff member teaches.
 - 2). Courses taken for a Master's Degree in guidance and school administration or for certification in these areas.
 - 3). Approved courses for professional improvement beyond the Master's level. The same restrictions cited previously apply.
 - 4). Courses taken for professional self-improvement in subject areas in which the applicant teaches, i.e. biology, chemistry, English, social studies, etc.
 - 5). A grade of "B" or better must be achieved for reimbursement. In the case of a technical program, evidence of successful completion of said program shall be necessary for reimbursement.
 - 6). Courses must be taken at an accredited college, university or technical school.
 - ✓ 7). Courses taken cannot be repeated later at the expense of the Trenton Community Charter School.

14:2.7 Course Verification

- a). The employee will submit to the Executive Director the appropriate evidence of successful completion of the course and the grade achieved within one (1) month after completion of the course. All grades must be submitted by June 30th.

14:2.8 All approvals are subject to the Executive Director's discretion.

14:2.9 Reimbursement will be made at the end of the employee's successful completion of the school year during which the course(s) were completed.

ARTICLE XV

INSURANCE PROTECTION

15:1 Health Insurance

Employees shall receive the health, prescription and dental offered by the Board, it being understood that all such benefits, including but not limited to eligibility, coverage amount, deductibles and carriers are subject to modification or termination at the sole discretion of the Trenton Community Charter School or the representative insurance carriers. Any proposed change shall be comparable or equal to the existing coverage.

Health coverage remains status quo for all employees with the addition of an "opt out" plan as follows:

Under no circumstances shall an employee be allowed to participate in this option without demonstrating proof of medical coverage from another source.

Employees hired after the beginning of the school year may receive pro rated share of "opt out plan". Employees will be readmitted into the negotiated medical coverage plan for the following reasons: divorce, death of spouse or loss of employment of spouse providing coverage.

The "opt out plan" shall be as follows:

For Dependent Coverage - \$2,000 (\$1,000 paid in January; \$1,000 paid in June)

For Single Coverage - \$1,000 (\$500 paid in January; \$500 paid in June)

For Dental - \$250 for Single Coverage (\$125 paid in January; \$125 paid in June)

For Dental- \$500.00 for Family Coverage (\$250 paid in January; \$250 paid in June)

15:1.1 The health descriptions of the plan are those provided by the state health benefits plan, as attached hereto.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

16:1 Policy

The term of this Agreement shall be for the years of 2003 – 2004 and 2004 – 2005.

16:1.1 This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitment contained herein and give them full force and effect as Board policy.

16:1.2 This Agreement represents and incorporates the complete and final understanding by the parties of all rules and regulations, including but not limited to the management and direction of all the operations and activities of the school district, the hiring, discharge and non-renewal of teachers and other employees and for just cause, the suspension, reprimand, or discipline of tenured teachers and other employees.

16:2 Separability

If any provision of this Agreement or any application of this Agreement 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 application shall continue in full force and effect.

16:3 Compliance Between Individual Contract and Master Agreement

16:3.1 Any individual contract between the Board and any individual employee hereinafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If any individual contract language is inconsistent with this Agreement, this Agreement shall be controlling.

16:4 Notice

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 by facsimile or registered letter as the following addresses:

A). If by the Association to Board
Trenton Community Charter School Board of Trustees

B). If by the Board to the Association
Home address of the President

ARTICLE XVII

DURATION OF AGREEMENT

- A. This Agreement shall be in effect as of **July 1, 2005 and shall continue in effect through June 30, 2008**. This Agreement shall not be extended orally, and may not be modified in whole or in part except by an instrument in writing duly executed by both parties.
- B. In WITNESS WHEREOF, the Local has caused this Agreement to be signed by its President and Secretary and the Board has caused this Agreement to be signed by its President, attested by its Secretary.

The Trenton Community Charter School
Board of Trustees

Trenton Community Charter School
Education Association

PRESIDENT

SECRETARY

BOARD'S DESIGNEE

Linda Peterson

PRESIDENT

Barbara J. Winkler

SECRETARY