

## TABLE OF CONTENTS

Article I	Recognition .....	1
Article II	Negotiation of Successor Agreement .....	2
Article III	Grievance Procedure.....	3-6
Article IV	Employee’s Rights .....	7
Article V	Association Rights and Privileges .....	8
Article VI	Employees Work Year-Hours/Overtime.....	9-10
Article VII	Holiday and Vacation.....	11-12
Article VIII	Teaching Hours/Teaching Load/Prep Time Part Time Teachers.....	12-15
Article IX	Teacher Employment/Placement Salary Schedule Contract Renewal/Non-Renewal Notification.....	15-16
Article X	Salaries/Schedules/Fees/Permanent Substitutes.	16-19
Article XI	Teacher Assignment.....	20
Article XII	Voluntary Transfers and Reassignments .....	20
Article XIII	Involuntary Transfers and Reassignments .....	21
Article XIV	Teacher Evaluation .....	22-23
Article XV	District Liaison .....	23
Article XVI	Sick Leave/Sick Leave Bank/Retirement .....	24-25
Article XVII	Temporary Leaves of Absence - Personal/Legal Bereavement/Military/Emergency .....	26-27
Article XVIII	Extended Leaves of Absence, Maternity Leave Good Cause, Family Emergency.....	28-30
Article XIX	Protection of Teachers, Students and Property.....	31
Article XX	Health Protection/Workmen’s Compensation.....	32
Article XXI	Personal and Academic Freedom .....	33
Article XXII	Student Enrollment and Distribution.....	34
Article XXIII	Extra-Curricular Compensation.....	34
Article XXIV	Management Rights .....	34
Article XXV	Separability and Savings .....	34
Article XXVI	Complaint Procedure.....	35
Article XXVII	Tuition Reimbursement.....	36-37
Article XXVIII	Uniforms.....	37
Article XXIX	Longevity.....	38
Article XXX	Travel .....	38
Article XXXI	Mentor Fees .....	38
Article XXXII	Athletic Trainer Terms & Conditions/Salary.....	39
Article XXXIII	Aquatics Director Terms & Salary .....	40
Article XXXIV	Lead Teacher .....	40
Article XXXV	Computer Resources Tech. Support Specialist .....	41
Article XXXVI	Duration of Agreement .....	42
Faculty Salary Guide .....		43
CRTSS/Lead Teacher/Aquatic Dir./Trainer Salary Guide .....		44
Secretaries and Clerk Typists Salary Guide .....		45
Teacher Aides Salary Guide .....		46
Custodians Salary Guide .....		47
Coaching Guide .....		48-51
Extra-Curricular Guide.....		52-53

**AGREEMENT**  
**BETWEEN THE**  
**KITTATINNY REGIONAL BOARD OF EDUCATION**  
**AND THE**  
**KITTATINNY EDUCATION ASSOCIATION**  
**2003 - 2004**  
**2004-2005**  
**2005-2006**

**ARTICLE I**

**RECOGNITION**

- A. The Board of Education of the Kittatinny Regional High School District hereby recognizes the following employees as members of the Kittatinny Education Association (KEA): Teachers, Guidance Counselors, Child Study Team members, Librarians, Nurses, Computer Resource Technical Support Specialists (CRTSS), Teacher Aides, Groundskeepers, Custodians, Maintenance Assistant, Secretaries, Clerk Typists, Pool Manager and Athletic Trainers. Unless otherwise indicated, the term “unit member,” when used hereinafter in this Agreement, shall refer to all of the members of the KEA listed above. The following positions are excluded from the KEA and are not considered unit members: Superintendent, Principal, Assistant Principals, Directors, Supervisors of Instruction, Board Secretaries and Confidential Employees.
  
- B. Unless otherwise indicated the term “certified personnel” when used hereinafter in this Agreement, shall refer to the following unit members: Teachers, Guidance Counselors, Child Study Team members, Nurses, Librarians and Athletic Trainers.
  
- C. Unless otherwise indicated the term “non-certified personnel,” when used hereinafter in this Agreement, shall refer to the following unit members: Secretaries, Clerk Typists, Computer Resource Technical Support Specialists (CRTSS), Teacher Aides, Pool Manager, Groundskeepers, Maintenance Assistant and Custodians.

## ARTICLE II

### NEGOTIATION OF SUCCESSOR AGREEMENT

- A. During its term, this Agreement shall not be modified in whole or in part by the parties, except by mutual agreement to reopen for negotiations, and by a written amendment duly executed by both parties.
- B. The Board and the Association agree to enter into negotiations over a successor Agreement in accordance with the rules and regulations of a Public Employment Relations Commission.
- C. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge of contemplation of either or both of the parties at the time they negotiated or executed this Agreement. Any item covered by State statute or administrative code is not subject to negotiations.
- D. Neither party in any negotiations shall have control over the selection of the negotiation representatives of the other. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter-proposals in the course of negotiations, consistent with their status as representatives of their principals. Any total tentative agreement reached between the negotiating representatives shall be subject to the approval of the Board of Education by a majority vote at a public meeting and shall be subject to ratification by the Association.

**ARTICLE III**  
**GRIEVANCE PROCEDURES**

A. Definitions

1. A “grievance” is a complaint based upon an event or condition which adversely affects the terms and conditions of employment of a teacher or group of teachers and/or they are adversely affected by the interpretations, meaning/application of any of the provisions of this Agreement, and/or established provisions of this Agreement, and/or established procedure, board policy, or administrative practice relating to all terms or conditions of employment of teachers.
2. An “aggrieved person” is the person or persons making the claim.
3. A “party of interest” is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim, including the Board of Education.
4. A grievance to be considered under this procedure must be initiated by the aggrieved person or the Association within fifteen (15) working days from the time of its occurrence or twenty-one (21) calendar days for the grievances which occur within that period of time prior to the end of the school year for the ten-month employees.

B. Purpose

Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. Any unit member having a grievance may discuss the matter informally with any appropriate member of the administration and have the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the term of this Agreement. The Association will be notified on all resolutions to grievances and will be given the opportunity to state its views if the Association chooses to do so.

## C. Procedure

### 1. Time Limits

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

### 2. Level One - Immediate Supervisor and Principal

A unit member with a grievance shall first discuss it with his immediate supervisor and his principal, either directly or through the Association's designated representative with the objective of resolving the matter informally. If the matter is not resolved informally, the employee shall present his complaint in writing to his immediate supervisor or building principal, whichever is applicable, stating details of his grievance within five (5) days after the informal presentation.

### 3. Level Two - Superintendent

If the aggrieved person is not satisfied with the disposition of his grievance at Step One, or if no decision has been rendered within ten (10) school days after the formal presentation of the grievance, he may file the grievance with the Superintendent of Schools, within five (5) days after the date the immediate Supervisor responded or should have responded.

### 4. Level Three- Board

If the aggrieved person is not satisfied with the disposition of the grievance at Step Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, he may, within five (5) days of the date the Superintendent responded or should have responded, appeal to the Board by submitting to the Board Secretary a request in writing that the Board hear the matter at the earliest opportunity. The President of the Board shall schedule review of the appeal at any executive session or special meeting with the proviso that the review be made no later than fifteen (15) school days after the date of receipt of the written request.

### 5. Level Four - Arbitration

- a) If the grievant is not satisfied with the disposition of his grievance at Board level, within fifteen (15) days after the Board responded, or should have responded, the grievant may, through the Association, submit a grievance to arbitration and shall notify the Board in writing of such submission.
- b) The submission shall be made to, and the processes for selection of an arbitration shall be those of the Public Employment Relations Commission.

- c) The arbitrator so selected shall confer with representatives of the Board and Association and hold hearings promptly and issue a decision not later than twenty (20) calendar days from the date of close of hearing, or if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him, or from the date final briefs are submitted by the parties. The arbitrator shall be limited to the issues and facts submitted to him and shall consider nothing else. The arbitrator shall be without jurisdiction to add to, or subtract anything from the Agreement between the parties and shall be bound by the specific and expires terms thereof as well as any applicable policy of the Board of Education. The arbitrator's decision shall be in writing and set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without the power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final.
- d) The costs for services of an arbitrator shall be borne equally by the Board and the Association.

D. Non-Arbitrable Grievances

1. Arbitration and the procedures relative thereto shall not be deemed applicable if the grievance or the redress sought concerns:
  - a) The failure or refusal of the Board to renew the contract of a non-tenured employee;
  - b) In any manner wherein a specific method of review is set forth by law, or by any rule, regulation, or order of the State Commissioner of Education, or the, State Board of Education;
  - c) Any complaint by any personnel occasioned by the appointment or lack of appointment or retention in or lack of retention in any position for which tenure is either not possible or not required;
  - d) In matters where the Board is without authority to act;
  - e) In matters involving the sole, unlimited discretion of the Board;
  - f) In matters where the discretion of the Board may not be unlimited, but where, after exercise of such discretion, a further review of the Board's action is available to employees under the provisions of N.J.S.A. 18A;
  - g) Any matter in which a petition has been filed before the Division of Controversies and Disputes of the Office of the Commissioner of Education, whether or not covered by (a) through (f) set forth heretofore;
  - h) Any matter in which the allegation concerns a grievance involving any allegation other than an improper application, interpretation or a violation of the specific and express written terms of this Agreement;

2. All grievances not appealable to arbitration shall be determined by the Board of Education, whose decision shall be final and binding.

E. Time Limits

1. Failure at any step to communicate the decision on a grievance within a specified time limitation shall permit the carrying of that grievance to the next step of the procedure. Failure to institute a grievance, or appeal from a response within the specified time limitation shall be deemed to constitute an abandonment of said grievance and a waiver of any right to carry the grievance further through the grievance procedure.
2. In the event of a year-end grievance is filed at such time that it cannot be processed through all steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following year, could result in an alleged irreparable harm to a grievant, the time limits set forth herein may be reduced so that the grievance procedure may be utilized to effect a satisfactory resolution of the grievance prior to the end of the school year or as soon thereafter as is practicable.

F. Miscellaneous

1. The grievance procedure for all support staff shall end with advisory arbitration. The procedure for securing an arbitrator shall be the same as in Article III C-5. The loser shall pay the arbitrator's fee.
2. Any individual employee of the district, whether a grievant or a witness, shall be assured freedom from restraint, interference, coercion, discrimination or reprisal by either the Board or the Association.
3. Any aggrieved person may be represented through all stages of the grievance procedure by himself, or at his option, by a representative of his own choosing, or the Association. When a grievant is not represented by the Association, the Association shall have the right to be present and state its views at all stages of the grievance procedure.
4. It is specifically understood that employees shall continue to follow directives of their employer notwithstanding the pendency of any grievance relating to those directives.
5. If it becomes necessary, forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared jointly by the Principal and the Association.



**ARTICLE IV**  
**EMPLOYEES RIGHTS**

A. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations.

B. Required Meetings or Hearings

Whenever any employee is required to appear before the Board of Education or any committee or member concerning any matter which could adversely affect the continuation of that employee in his office, position, or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of his own choosing present to advise and represent him during such meeting or interview. N.J.S.A. 18A:25-7

C. Evaluation of Students

The teacher shall have the right and responsibility to determine grades and other evaluations of students within the grading policies of the Kittatinny Regional High School District based upon his professional judgment of available criteria pertinent to any given subject area or activity which he is responsible. No grade or evaluation shall be changed without consultation of such change with the teacher.

D. Criticism of Teachers

Any question or criticism by a supervisor, administrator, or Board member, of a teacher and his instructional methodology shall be made in confidence and not in the presence of students, parents, or at other public gatherings.

Each employee shall have the right to authorize the payroll deduction of regular contributions to his/her 403B account. Said deductions shall be transmitted in accordance with statute. It shall be the responsibility of the individual employee to determine the amount of his/her contribution, and the Association shall indemnify and save the Board harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of overpayments to an employee's 403B account on the condition that the District has transmitted the authorized amount (s).

**ARTICLE V**

**ASSOCIATION RIGHTS AND PRIVILEGES**

A. Released Time for Meetings

Whenever any representative of the Association or any teacher participated during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay, providing that the meetings have been approved in advance by both parties. Such meetings shall have two teaching days advanced notice.

B. Use of School Equipment

The Association shall have the privilege to use school facilities and equipment within the school building, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use, and for any repairs necessitated as a result thereof.

C. Assignment of Association President

During his/her term in office, the President of the Association shall have five (5) instructional periods but no other duty assignments.

## ARTICLE VI

### EMPLOYEES WORK YEAR

#### A. School Teachers Work Year

##### 1. Ten (10) Month Personnel

The in-school work year for teachers employed on a ten (10) month basis (other than new personnel who may be required to attend additional days of orientation), shall not exceed One Hundred Eighty-Three (183) teacher days plus One (1) additional in-service day (total 184).

##### 2. Inclement Weather

Teachers, Secretaries, Clerks and Aides attendance shall not be required whenever student attendance is not required due to inclement weather.

#### B. Work Year for Secretaries, Clerk Typists, Aides and CRTSS

1. The regular working hours for secretaries shall be seven and one-half (7 - ½) hours a day including one-half (1/2) hour for lunch, five (5) days a week, twelve (12) months a year.
2. The regular working hours of clerk typists shall be seven and one-half (7-1/2) hours a day , including one-half (1/2) hour lunch, five (5) days a week, ten (10) months a year.
3. The regular work hours for aides shall be seven (7) hours a school day, including one-half (1/2) hour lunch.
4. The regular working hours for full time CRTSS shall be 7 ½ hours per day including one-half (1/2) hour lunch, five (5) days per week, twelve (12) months per year.
5. All secretaries, clerk typists, aides and CRTSS shall be entitled to one (1) fifteen (15) minute break a day.
6. In the event of a delayed opening or early dismissal due to an emergency for students and/or teachers, all unit members as described in Article 1A, excluding the custodians, grounds, and maintenance, shall be allowed to report for work at the time designated for the teaching staff and shall be allowed to leave one-half (1/2) hour after all school buses have left school property.
7. Friday summer hours (for the months of July and August) for twelve-month secretaries, clerk typists, CRTSS employees shall be from 7:30 a.m. to 12:30 p.m. with no lunch release time. The Main Office, Child Study Team Office and Student Personnel Office must have one secretarial staff member on duty until 3 p.m. on Fridays to cover all three offices. One secretarial staff member will cover both Child Study Team Office and Student Personnel Office. They may report to work on those days at 9:30 a.m., however, no lunch release time will be scheduled.

(#7 continue)

9:30 A.M. – 3:00 P.M. personnel will have a ½ hour lunch break.

7:30 A.M. – 12:30 P.M. personnel will have no lunch break.

8. Aides will be scheduled to work 180 days or the equivalent if requested to attend half (1/2) faculty in-service program.

C. Work Year for Custodians and Grounds Staff

1. The regular hours of employment for the custodial and grounds staff shall be forty (40) hours a week, consisting of five (5) working days which commence on Sunday 11:00 P.M. and terminate on the following Friday at 11:59 P.M.
2. The shifts shall be as follows:
  - a. Day Shift
    - 6:30 a.m. - 2:30 p.m.
    - 7:00 a.m. - 3:00 p.m.
    - 7:30 a.m. - 3:30 p.m.
    - 8:00 a.m. - 4:00 p.m.
  - b. Night Shifts
    - 3:00 p.m. - 11:00 p.m.
    - 11:00 p.m. – 7:00 a.m.
3. First year custodial employee's pay to be withheld five working days payable upon severance, (Withholding pay is due to the pay periods scheduled for five days prior to service rendered.)

D. Custodial Overtime

1. All time worked over eight (8) hours per day shall be paid at time and one-half (1/2).
2. Overtime rates shall be calculated on the employee's regular contracted yearly rate.
3. Double time shall be paid for any work done on Sunday or recognized holiday.

**ARTICLE VII**

**HOLIDAY AND VACATION**

A. Holidays

1. All non-certificated (secretaries, clerk typists, custodians) shall receive the following paid holidays:

Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day  
The day before or after Christmas Day  
(at the Superintendent's discretion)  
New Year' Day  
Martin Luther King's Birthday  
President's Day  
Good Friday  
Memorial Day

2. When a recognized holiday falls on Saturday, the preceding day will be recognized as a holiday, and when a holiday falls on Sunday, the following day will be recognized as a holiday. If school is in session during these recognized holidays, a compensatory non-pupil day, agreeable to the principal or his designee and the individual, shall be given.

B. Vacation

1. Vacation for non-certificated personnel shall accrue as follows:

After one (1) year employment	=	two (2) weeks (10 working days)
After five (5) years employment	=	three (3) weeks (15 working days)
After ten (10) years employment	=	four (4) weeks (20 working days)

2. When a holiday occurs during an employee's vacation, said holiday shall not be charged as a vacation day. The employee shall receive an additional day mutually agreeable to the unit member and the principal or his designee.
3. All twelve (12) month employees shall be eligible for vacation days on the one year anniversary date of their being first employed. All vacation days earned in subsequent years will be calculated based on the first day of employment at the 12 month position.
4. Any employee who for whatever reason is separated from employment with Kittatinny Regional High School during a contract year, he/she shall receive compensation for any accrued vacation on a prorated basis.]

5. The last day prior to Thanksgiving and Christmas recess shall be an early dismissal for all unit members.

## ARTICLE VIII

### TEACHING HOURS AND TEACHING LOAD

#### A. Teaching Day

1. Length of the Day:

The total in-school workday shall consist of not more than seven (7) hours and shall include a duty-free lunch period.

2. Arrival and Dismissal Time

A teacher shall be required to report for duty no earlier than five (5) minutes before the opening of the pupil's school day, and shall be permitted to leave fifteen (15) minutes after the close of the pupil's school day. Teachers with AM parking lot duty, AM bus supervision and AM cafeteria duty must report 20 minutes prior to the opening of the pupils' day.

#### B. Teaching Load

The Board recognizes that it is educationally sound to limit teaching assignments to five (5) teaching periods per day, and the Board will make every effort to comply. However, when conditions exist where it would be economically unfeasible or impractical to employ a teacher for one(1) period, a sixth period may be assigned. These assignments shall be prepared by the Principal before June 1 of each year, for the following year, and shall be subject to review by the officers of the Association. In any Subject Area (SA) Class Teaching Periods will not exceed the equivalent of four (4) full-year classes. If the Teaching Periods, exceed four (4) full year classes, the teaching load of those teachers affected will be returned to five (5) Teaching Periods. Teacher/Pupil contact will not exceed six (6) periods.

Due to the elective nature of the Physical Education Program, the teaching load may be six (6) Teaching Periods. The Physical Education staff shall have no additional pupil contact periods.

Subject Areas Are:

Mathematics  
Science  
Social Studies  
Art  
Industrial Arts  
Music

Home Economics  
English  
Foreign Language  
Business Education  
Physical Education  
Special Education

2. Instructional Planning:

Every teacher shall plan and teach course content in the manner he considers most practical and useful. Teachers shall provide substitutes with daily, weekly, and/or alternate plans as needed, according to procedures developed by the Principal and the Liaison Committee hereafter established under Article XV of this Agreement.

3. Number of Preparations

Every effort will be made to distribute the number of teaching preparations equitably among the teaching staff.

a) Full Duty Assignment [One (1) Period]

1. Attendance Office Assignment
2. In-School Suspension Supervision
3. Study-Hall Supervision
4. Hallway Supervision
5. On Call Supervision
6. Lunch Supervision

b) Duty Assignments [one-half (1/2) Period]

1. Parking Lot Supervision - A.M.
2. Parking Lot Supervision - P.M.
3. Cafeteria Supervision - Breakfast
4. Bus Supervision - A.M.
5. Bus Supervision - P.M.

C. Meetings

1. Faculty and Other:

Teachers may be required to remain after the end of the regular workday without additional compensation, for the purpose of attending faculty or other professional meetings three (3) days each month. Such meetings shall begin not later than ten (10) minutes after the student dismissal time and shall run for no more than ninety (90) minutes, except in cases of an emergency involving the health and safety of students and teachers.

2. Prior to Holidays and Weekends

Meetings which take place after the regular in-school workday and which require attendance shall not be called on Fridays or on any other day immediately preceding any holiday, or other day upon which teacher attendance is not required at school, except when an emergency would dictate otherwise and agreed upon by Administration and Association.

3. Evening Meetings:

- a) Teachers may be required to attend no more than three (3) evening assignments or meetings each school year without additional compensation. During scheduled Parent-Teacher Conferences, teachers will be required to attend all appointments but are not required to stay after his last appointment.
- b) All certified teaching staff shall chaperone one (1) evening activity to include activity nights, dances, lip sync, selling and collecting athletic tickets, etc. each contract year with chaperone compensation, \$35.00 per event. (This does not include Principal's Committees)

D. Preparation Time

1. Grade Level

Classroom teachers shall, in addition to their lunch period, have daily preparation time during which they shall not be assigned to any other duties as follows:

- a) Junior High School - one (1) period
  - b) Senior High School - one (1) period
  - c) Other members of the negotiating unit who are not regular classroom teachers shall be provided with preparation time to the same extent as other teachers.
2. The nurse shall have a duty-free lunch period of an instructional period in length and shall have one (1) twenty (20) minute a.m. duty-free break each day and one (1) twenty (20) minute p.m. non-student contact preparation allotment each day.
3. When the nurse is assigned to teach a health class, she/he will qualify for the teaching workload language found in this article. The language in paragraph (a) above relating to breaks and lunch hour will not apply during this time.

E. Field Trips

Field trips in accordance with the curriculum shall be submitted by the classroom teacher to the Principal for administrative and board approval. Written permission for field trips shall be obtained from the Superintendent to guarantee insurance coverage as a school sponsored activity.

F. Part-Time Teachers

- 1. A part-time teacher is defined as a teacher assigned three (3) or less classes.
- 2. A part-time teacher shall not be required to attend department or faculty meetings after school. They may be requested to meet with department chairpersons or administrators for twenty (20) minutes after last class - not more than three (3) times per month. They will be required to meet with parents as necessary.
- 3. A part-time teacher will be required to attend a maximum of three (3) scheduled evening additional activities, i.e. School-in-Session Night, parent conferences.



4. A part-time teachers shall be required to arrive fifteen (15) minutes before first class and stay fifteen (15) minutes after last class.
5. A part-time teacher may be assigned a duty if they teach one (1) or two (2) periods. Compensation to be equivalent to class assignments.
6. A part-time teacher shall receive no health benefits as per group insurance plan unless they work twenty (20) hours per week.
7. A part-time teacher shall be paid in a denomination of 6, i.e. 1/6, 2/6, 3/6 based on the number of periods taught.
8. A part-time teacher will not be assigned a planning/conference period.
9. Part-time staff will be eligible to move up on guide each school year subject to regular teacher evaluation process.

## ARTICLE IX

### TEACHER EMPLOYMENT

#### A. Placement of Salary Schedule

##### 1. Adjustment to Salary Schedule

Each teacher shall be placed on his proper step of the salary schedule in accordance with paragraph 4 below. Any teacher who is employed for five or more months during the course of any school year, shall be given full credit for one (1) year of service toward the next increment step for the following school year. Any teacher who is employed for less than five months during the course of any school year shall not be given credit toward the next increment step for the following school year.

2. For the 2003-2004 school year all teachers that were under contract for the 2002-2003 contract shall move one step higher then their placement on the 2002-2003 guide regardless of their previous teaching experience in or outside the district. During each of the following years of this contract, movement on the guide shall not be greater than one step per contract year.
3. Effective July 1, 2003, newly hired certificated employees will be placed on the salary guide step that gives credit for their any previous teaching experience pursuant to the provisions of Article IX.A.2, herein. This clause shall be non-negotiable in the future.

##### 4. Credit for Experience

###### Public School Experience

Full credit at the salary level on the Teacher Salary Schedule shall be given for previous public school teaching experience upon initial employment in accordance with the provisions of Schedule A. Additional credit for military experience or alternative civilian service required by the Selective Service System, pursuant to N.J.S.A. 18A:29-11, or credit not to exceed two (2) years for Peace Corps, VISTA, or

National Teacher Corps work and time spent on a Fulbright Scholarship shall be given upon initial employment.

Non-Public School Experience

New teachers to the Kittatinny Regional School District will be given one (1) year credit of teaching experience on the KRHS teacher salary guide for every two (2) years of teaching experience at an accredited non-public school. Superintendent will retain the prerogative to grant additional experience subject to Board approval.

Duly Accredited School Defined:

- a) All public schools are recognized as accredited schools.
- b) Only those non-public schools that are accredited by New Jersey or other states as listed in the School Directory (or an equivalent publication) will be recognized as accredited.

B. Returning to the District

A teacher with previous teaching experience in the Kittatinny Regional School District shall, upon returning to the system, receive full credit on the salary schedule in accordance with Policy 4152.2 to 4142.7.

C. Previous Sick Leave Accumulation

The Board will not recognize the transfer of any sick leave from another district.

D. Contract Renewal or Non-Renewal

*Teachers shall be notified of their contract and salary status for ensuing year no later than April 30<sup>th</sup>, and all signed contracts must be returned to the Board by June 1<sup>st</sup>. Any employee not returning their contract by that day will be deemed to have resigned from employment.*

**ARTICLE X**  
**SALARIES**

A. Salary Schedule

1. The salary of each teacher covered by this Agreement is set forth for the school years 2003-04, 2004-05 and 2005-06 which are attached hereto and made a part hereof.
2. A salary of each custodian covered by this Agreement is set forth for the school years 2003-04, 2004-05 and 2005-06 which are attached hereto and made a part hereof.

3. The salary of each secretary covered by this Agreement is set forth for the school years 2003-04, 2004-05 and 2005-06 which are attached hereto and made a part hereof.
4. The salary of each clerk/typist covered by this Agreement is set forth for the school years 2003-04, 2004-05 and 2005-06 which are attached hereto and made a part hereof.
5. The salary of each aide and pool manager covered by this Agreement is set forth for the school years 2003-04, 2004-05 and 2005-06 which are attached hereto and make a part hereof.
6. The salary of each Computer Resources Technical Support Specialist (CRTTS) covered by this Agreement is set forth for the school years 2003-04 2004-05 and 2005-06 which are attached hereto and made part hereof.

B. Method of Payment

1. Each employee employed on a ten (10) month basis shall be paid twenty (20) equal semi-monthly installments. Each employee employed on a twelve (12) month basis shall be paid in twenty-four (24) equal semi-monthly installments.
2. Each teacher shall receive his final pay and the pay schedule for the following year on his last working day in June.
3. Guidance Counselors and Child Study Team Members are paid on a ratio of 1.1, based upon their step on the Salary Guide for a full ten (10) months (September 1 through June 30<sup>th</sup> inclusive)
4. Coaches and Extra-Curricular Activities stipends shall be in accordance for school years 2003- 04, 2004-05 and 2005-06 which are attached hereto and made a part hereof. Payment for coaches will be made in two (2) equal checks, one at midseason and one upon completion of the season.
5. Each employee shall have the option for direct deposit to the bank of their choice and must inform the Board Office of their intent by September 1 of each school year.

C. Permanent Substitute Teachers will be reimbursed according to the following guidelines:

1. For general substitute duties, including Class Coverage, Hall Supervision, Cafeteria Duty, In-School Suspension or Study Hall Coverage, the Substitute shall be reimbursed at Column 1, Step 1 of the teachers' salary guide and shall remain on Step 1, no change year to year.
2. Connecticut General Insurance premiums will be paid by the Board for permanent substitutes.
3. For any permanent class assignment or any class assignment that exceeds six (6) weeks, the Permanent Substitute shall receive the prorated pay for that class, according to the Permanent Substitutes' appropriate step on the Salary Guide.

D. Representation Fee

1. Purpose of Fee

If an employee does not become a member of the Association during any membership year, (i.e. from September 1 to the following 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.

2. Amount of Fee

a) Notification

Prior to the beginning of each membership year, the Association will notify the Board, in writing, of the amount charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be determined through negotiations in accordance with the law, not to exceed eighty-five (85%) percent.

b) Legal Maximum

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee may be set up to eighty-five (85%) percent of that amount as the maximum presently allowed by law.

3. Deduction and Transmission of Fee

a) Notification

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph (b) below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association. The deductions for new employees will begin with the first paycheck following receipt of the list of names by the Board Secretary.

a) Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid.

b) Termination of Employment

If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

c) Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

d) Changes

The Association will notify the Board in writing of any changes in the list provided for in paragraph (a) above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board receives said notice.

e) New Employees

A list of all employees will be submitted to the Association by June 1<sup>st</sup> of each year. On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board Secretary will submit to the Association a list of all new employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles and dates of employment for all such employees.

4. Indemnification

The Association shall indemnify and hold the employer harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of, or by reason of any action taken or not taken by the employer in conformance with this provision.

5. Demand and Return

The Association certifies that it has a “demand and return” system in effect.

**ARTICLE XI**

**TEACHER ASSIGNMENT**

A. Notification

1. Date for Presently Employed Teachers

All teachers shall be given written notice of their salary, class and/or subject assignments and room assignments for the forthcoming year no later than June 1<sup>st</sup>. Any change that may occur after that date, the affected teacher will be notified.

**ARTICLE XII**

**VOLUNTARY TRANSFERS AND REASSIGNMENTS**

A. Notification of Vacancies

1. Filing Requests

Teachers who desire a change in grade and/or subject assignment may file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject to which the teacher desires to be assigned. Such requests for transfer and reassignments for the following year shall be submitted not later than February 15<sup>th</sup>.

B. Criteria for Assignment

In the determination of requests for voluntary reassignment and/or transfer the wishes of the individual teacher may be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system, but the final determination shall be made by the Board of Education.

C. Posting

The Board will post known vacancies as they arise.

## ARTICLE XIII

### INVOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Use of Voluntary Requests

Qualified volunteers may be considered to fill vacant positions before involuntary reassignments are considered.

B. Reassignment

In the event a voluntary transfer does not resolve the problem, affected teachers shall be given an opportunity to indicate a preference regarding the position to which they may be involuntarily transferred. Final determination, however, rests with the Board of Education. A teacher may not be transferred to any position for which they do not hold Certification, where such Certification is required.

C. Assignment of Extra Curricular/Coaching Positions

1. Vacant positions shall be filled by qualified volunteers.
2. In the event there are no volunteers, the following procedures shall be followed prior to assignment:
  - a) Position shall be posted within the school and within the sending districts to two (2) weeks.
  - b) In the event there is no response, the position shall be advertised in two (2) newspapers for two (2) weeks
  - c) Upon request, Kittatinny Education Association shall be informed of the number of applicants and interviews for the posted positions.

## ARTICLE XIV

### TEACHER EVALUATION

#### A. Evaluation Procedures

1. All formal classroom observation of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address and similar surveillance devices shall be strictly prohibited.
2. Classroom observation shall be followed by a conference between the evaluator and the teacher. Thereafter, a written observation report shall be prepared by the evaluator, with a copy furnished to the teacher within ten (10) working days. The teacher shall, upon request, be given an opportunity to consult with the evaluator regarding the written report.
3. Non-tenured staff shall be evaluated in accordance with N.J.S.A. 18A:27-3.1. This section shall not be subject to the Grievance Procedure set forth as Article III of this Agreement.

#### B. Personnel

##### 1. File

An employee shall have the right, upon request, to review the contents of his personnel file and to receive a copy at Board expense of any document contained therein of which a copy had not previously been provided. An employee shall be entitled to have representative(s) of the Association accompany him during such review.

##### 2. Derogatory Material

No material derogatory to an employee's conduct, service, character or personality, which is not a part of the normal business record of the employer, shall be placed in his personnel file unless the employee has been afforded an opportunity to review the material. The employee shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. That employee shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent or his designee and attached to the file copy.

##### 3. No Separate File

Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the employee's inspection.



C. Termination of Employment

Final evaluation of an employee upon termination of his employment shall be concluded prior to severance and no documents and/or other material shall be placed in the personnel file of such employee after severance or otherwise than in accordance with the procedure set forth in this Article, with the exception of normal severance documents. An employee may, within six (6) months of leaving, have the right to review his file. (See Article IX Teacher Employment (D) Contract Renewal or Non-Renewal)

**ARTICLE XV**

**DISTRICT LIAISON**

A. Building Level Faculty Council

1. Organization

The Association shall select a Faculty Council which shall meet with the Administration at a time called by the Administration or the Faculty Council, with at least three (3) days advanced notice. Said council shall consist of five (5) Association members plus up to two (2) Kittatinny Education Association officers and a maximum of seven (7) Administrators.

2. Areas for Faculty Council Consideration

Areas for consideration by the Council shall include but not be limited to school building level decisions.

## ARTICLE XVI

### SICK LEAVE

- A. Sick leave shall be allotted ten (10) days per year for 10 month employees, and twelve (12) days per year for 12-month employees. Unused sick leave will be accumulated.
- B. Extended emergency sick leave may be granted with permission from the Board of Education when accumulated sick leave has been exhausted. Compensation will be determined at the daily rate of the employee less the cost of supplying a substitute.
- C. Personal, sick, family illness or vacation days must either be ½ or full days, not by the hour. Note: half day requires staff to work a minimum of 3 ½ hours.
- D. Notice of Accumulation

Employees shall be given a written accounting of accumulated sick leave days no later than September 30<sup>th</sup> of each school year.

- E. RETIREMENT - Certified

When an employee is separated from the Kittatinny Regional School District for purposes of certified retirement, pursuant to T.P.A.F., he/she shall receive one hundred (\$100) per day, effective 7/1/03 through 6/30/06 for each unused accumulated sick day. At the request of the employee, sick-day pay out will be dispersed over a period of one, two or three years.

- F. Death - Certified

When an employee dies during his/her contract year with KRHS Board of Education, the district will pay one hundred fifty dollars (\$150) per day for all of his/her sick leave, family leave and personal leave on record.

- G. Retirement Non-Certified

When an employee is separated from the Kittatinny Regional School District for purposes of certified retirement, pursuant to P.E.R.S., he/she shall receive seventy-five (\$75.00) per day effective 7/1/03 through 6/30/06 for each unused accumulated sick day. At the request of the employee, sick-day pay out will be dispersed over a period of one, two or three years.

- H. Death Non-Certified

For non-certified staff members the death benefit pay out shall be their daily rate of pay not to exceed seventy-five dollars (\$75) for all his/her sick leave, personal leave and family leave on record. Vacation time will be paid at the regular daily rate.

## I. Sick Leave Bank

Members, as outlined in Article 1.A will be allowed to contribute their sick days to one of two employee catastrophic illness/accident leave banks. Depending upon the employee's position and certification, he/she may contribute to either the certificated employees bank or the non-certificated employees bank. No days contributed will be returned to an employee at the time of separation or retirement. The two banks combined accumulated illness days may not exceed a total of 500 days. Any employee who qualifies to be credited with sick leave pay for days taken from either bank must meet the following criteria:

- employee must have been a contributing member prior to the catastrophic illness, diagnosis or serious accident injury.
- employee qualification is subject to the Superintendent's review and approval of illness documentation.
- the employee must have exhausted all sick leave, personal leave, family leave and vacation leave prior to receiving bank illness days.
- the employee is limited to a maximum of 150 days subject to the bank containing same number or greater.
- the KEA President with a majority of members of the KEA officers may approve an employee to receive an additional 30 days beyond the 150 day maximum provided KEA submits in writing such approval to the Superintendent.

## ARTICLE XVII

### TEMPORARY LEAVES OF ABSENCE

#### A. Types of Leaves

For the duration of this Agreement, employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year.

##### 1. Personal

- a) Three (3) days of absence for personal, legal, business, household, religious or family matters which cannot be resolved during school hours. Application to the Superintendent for personal leave shall be made at least three (3) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than he is taking it under this Section. No more than two (2) personal days will be approved at any one request. All unused personal days shall be accumulated and converted to sick leave days. Teacher personal leave will not be taken preceding or succeeding a holiday or vacation. Emergency personal leave taken at this time will require a written explanation upon returning to work.
- b) Unused personal days or unused sick days may be accumulated as family illness days to a maximum of four (4) days per year.
- c) Half-day personal/sick/family illness leave may be requested based on 7:30 a.m. – 2:30 p.m. work day:  
A.M. ½ day leave employee must arrive on or before 10:30 a.m.  
P.M. ½ day leave employee may leave at 11 a.m. or thereafter.

Employees who are scheduled for a 7 ½ hour work day must work 3 ½ hours (excluding lunch) consecutively a.m. or p.m. to qualify for ½ day a.m. or p.m. leave.

Employees who are scheduled for a 8 hour work day must work 4 hours (excluding lunch) consecutively a.m. or p.m. to qualify for a ½ day a.m. or p.m. leave.

##### 2. Legal

Time necessary for appearance in any legal proceeding connected with the employee's employment or with the school system if the employee is required by law to attend.

##### 3. Bereavement

Leaves of absence for deaths in the family shall be four (4) days for mother, father, mother-in-law, father-in-law, husband, wife, son or daughter or any other family member living in the household. Two (2) days shall be given for a brother or sister. All other relatives shall be for the day of the funeral only.

4. Military

Military leave of the annual two-week training variety should be arranged whenever possible during the summer recess. Leave for the call-up of an employee for national emergency duty will be granted unequivocally with no loss in tenure status.

Any employee called to active duty will be replaced with a substitute until his return. Upon his return, he will be placed on the same guide step he would have obtained to had he not been called up, with all accumulated fringe benefits accruing to him.

Employees shall be fully compensated when they are required to participate in short term military training during the school year.

5. Emergency leaves shall be decreed by the Board on a per case basis, when proper documentation for the need is examined. On an interim basis, the Superintendent may grant such emergency leave.

6. The Board may grant extended emergency sick leave when all accumulated sick leave has been exhausted, with compensation at the daily rate of the employee, less the cost of supplying a substitute.

**ARTICLE XVIII**

**EXTENDED LEAVES OF ABSENCE**

A. International and Federal Programs

A leave of absence without pay of up to two (2) years may, with Board approval, be granted to any teacher who joins the Peace Corps, VISTA, National Teacher Corps, or serves as a n exchange teacher or overseas teacher, and is a full-time participant in either of such programs, or accepts a Fulbright Scholarship.

B. Outside Teaching

A teacher on tenure may with Board approval be granted a leave of absence without pay for up to one (1) year to teach in an accredited college or university.

C. Maternity Leave

The Board of Education recognizes that the fact of any employee’s pregnancy cannot work to deprive that employee of her employment or the benefits of temporary disability. All leaves of absence requested or taken by employees for reasons associated with pregnancy and maternity leave shall be as governed, as appropriate, by Board Policy on unpaid leaves of absence, sick leave, and anticipated disability.

In recognition, however, of the potentially disabling nature of pregnancy and the foreseeability of temporary disability in its termination, and in consideration of the interest of the district in continuity of instruction and the maintenance of a qualified and competent staff, the Board shall assume that a pregnant employee is disabled for work four (4) weeks before the anticipated date of childbirth and continues to be disabled for four (4) weeks after her pregnancy is terminated, except that any employee may present medical certification as evidence of her fitness to perform her duties.

The following guidelines shall be employed in the case of employee pregnancy:

1. The employee who becomes pregnant shall notify the Board of her condition and, if she elects to remain in her position, shall be required to submit periodic certification of her continuing fitness to perform her duties, in accordance with Board Policy on anticipated disabilities.
2. The employee may request unpaid leave of absence to prepare for maternity and/or to care for her child. Such leaves are subject to Board discretion and to Board Policy. The employee on voluntary leave of absence is not eligible for sick leave pay when disability does occur. No pregnant employee can be required to take an unpaid leave of absence.

3. The employee who remains in here position and becomes disabled during her pregnancy for any reason, or at the termination of her pregnancy, shall be granted the same temporary disability benefits of sick leave pay, with its possible extension pursuant to N.J.S.A. 18A:30-6, except pay for extended portion shall be as in Article XVI, Paragraph B, the Board may require medical certification of such disability.
4. The Board may require that a pregnant employee be placed on sick leave if:
  - a) the performance of her duties had declined substantially from such performance during the time immediately preceding her pregnancy, or
  - b) her physical capacity is such that continued performance of her duties would impair her health. Such incapacity must be established by one of the following:
    1. failure of the employee to produce medical certification of her fitness, or
    2. the agreement of the employee's physician and a physician appointed by the Board, or
    3. the concurrence in a finding of incapacity by an impartial third physician who may be appointed by the county medical society or by the consent of the examining physicians in (2) above.
    4. No employee absent on temporary disability for reasons associated with pregnancy may return to work without presentation of medical certification of fitness.
    5. The Board may presume that a pregnant employee is disabled for work four (4) weeks before the anticipated date of childbirth; the employee is then eligible for sick leave benefits except that the employee who continues to present certification of her fitness may continue to perform her duties.
    6. When pregnancy is terminated, the employee is presumed to be disabled for a recuperative period of four (4) weeks during which she may continue to receive the sick leave pay to which she is entitled. If she wishes to return to her duties during that period, she must present certification of fitness.
    7. An employee whose pregnancy has been terminated may remain on sick leave and is eligible to receive the sick leave pay to which she is entitled or, if she has exhausted her entitlement, that which the Board in its discretion may grant her in accordance with statute, so long as she continues to present medical certification of her disability.

#### D. Adoption

Any unit member adopting a child shall receive similar leave which shall commence upon his/her receiving de facto custody of said child or earlier, if necessary, to fulfill the requirements for the adoption.

E. Family Emergency

An absence for immediate family emergency will be at the discretion of the administrator. An extended period, if necessary, shall be by petition to the Board and at their discretion will set compensatory relief, if any.

F. Political

The Board recognizes the aspirations of its employees to be politically aware and accepts their participation. Leave may be granted to those employees who request it to campaign for political office. The Board, however, will not compensate the employee for the time he/she is absent from his/her responsibility to the school district.

School employees who are elected to the State Legislature will be granted leave to attend sessions of the body to which they are elected, and with full compensation. Title 18A:6-8.1.

G. Good Cause

Other leaves of absence without pay may be granted by the Board of Education with the Board determining compensation, if any, or step on guide upon employee's return.

H. Return from Leave

Upon return from leave granted pursuant to this Article, a unit member shall be placed on the salary guide in accord with the terms of the leave approved by the Board action.

I. Teacher Stress

Leaves of absence without pay for reasons associated with personal stress may be granted for a full school year upon application to, and approval of, the Board. Approval of such leave shall not be considered evidence for or against a claim of job related disability.

J. Extensions and Renewals

All requests for extensions or renewals of leaves shall be applied for in writing.



**ARTICLE XIX**

**PROTECTION OF TEACHERS, STUDENTS AND PROPERTY**

A. Assault

Legal Assistance

The Board shall give full support including legal and other assistance for any assault upon the unit member while acting in the discharge of his duties.

B. Reporting Assaults

Unit members shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor.

## ARTICLE XX

### HEALTH PROTECTION

#### A. Full Health-Care Coverage - Complete Annual Coverage

1. For each unit member who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premium to Connecticut General for the employee and their family, to provide insurance coverage for the full twelve (12) month period commencing September 1<sup>st</sup> and ending August 31<sup>st</sup>.
2. The above Board paid insurance shall pay for a second medical opinion prior to certain specified surgery. Where a second opinion is obtained, reimbursement for surgery shall be at one hundred (100%) percent. If a second opinion is not obtained, reimbursement shall be at the rate of fifty (50%) percent.

#### B. Injury or Accident

The Board shall provide Workmen's Compensation Insurance to cover any employment related accident or injury.

- C. The Board of Education shall pay the full premium for the employee, and dependents where applicable, to provide continuation of the existing dental plan benefits. The particular plan utilized shall be selected by the Association, but shall be subject to approval by the Board of Education.
- D. The Board of Education shall pay the full premium for the employee, and dependents, where applicable, to provide a three dollar (\$3.00) co-pay prescription plan benefit. The particular plan utilized shall be selected by the Association, but shall be subject to approval by the Board of Education.

**ARTICLE XXI**

**PERSONAL AND ACADEMIC FREEDOM**

A. Personal

The Board recognizes that members of the staff must enjoy private lives and may associate with other outside of school political, economic, religious or cultural reasons. However, when non-school activities threaten a staff member's effectiveness within the school system, the Board reserve the right to evaluate the impact of such activities upon a teacher's responsibilities to his students and to the Board. The Superintendent is directed to prepare for the staff, guidelines that will minimize the possibility of a conflict of interest between employees and the district. Board Policy #4116.24.

B. Academic

The Board recognizes that some deviation from the assigned curriculum guide is necessary in the free exchange of the classroom. Any discussion of controversial issues in the classroom shall be conducted in an unprejudiced and dispassionate manner designed to foster a spirit of inquiry within the guidelines of curriculum policy set by the Board.

**ARTICLE XXII**

**STUDENT ENROLLMENT DISTRIBUTION**

- A. The Board shall make every effort, consistent with sound educational practice, to distributed student enrollment equitably among available teaching staff at each grade/subject level, and to avoid placing undue burden upon specialists, counselors and departments.

**ARTICLE XXIII**

**EXTRA-CURRICULAR COMPENSATION**

- A. The Board of Education reserves the right to establish extracurricular activities that are consistent with sound education practices or eliminate extra-curricular activities according to Board policies.
- B. Stipends for extra-curricular activities will be negotiated as part of this Agreement and all salaries agreed upon shall be listed for the school years, 2003-04, 2004-05 and 2005-06 and entitled "Extra-Curricular Compensation Guide." Longevity Program shall be provided for each advisor who has completed five years or more service in that activity. Longevity schedule as noted on Extra-Curricular Guides. (See Article VIII C3B Meetings page 14)

**ARTICLE XXIV**

**MANAGEMENT RIGHTS**

- A. Except as specifically limited by this Agreement, the Association recognizes that the Board has the responsibility and authority to manage and direct, on behalf of the public, all of the operations and activities of the Kittatinny Regional School District to the extent authorized by law.

**ARTICLE XXV**

**SEPARABILITY AND SAVINGS**

- A. If any provisions 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 provisions or application shall be null and void; but all other provisions or application shall continue in full force and effect.

**ARTICLE XXVI**

**COMPLAINT PROCEDURE**

A. Procedural Requirement

Any complaints regarding an employee made to any member of the administration by any parent, student, or other person which does or may influence evaluation of an employee shall be processed according to the procedure outlined below.

B. Meeting with Principal or Immediate Supervisor

The principal or immediate supervisor shall meet with the employee to apprise the employee of the full nature of the complaint and they shall attempt to resolve the matter informally.

C. Right to Representation

The employee shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.

D. Procedure

The same steps as outlined in the procedural steps of Article III, Grievance Procedure.

## ARTICLE XXVII

### TUITION REIMBURSEMENT

Tuition reimbursement shall be granted to all professional employees who have already earned a BA and are professionally certified by the State of New Jersey. Hereafter the term “teacher” will be used to designate all members of the teaching staff with a standard New Jersey certificate who possesses BA degrees.

Tuition reimbursement shall be made as follows:

- a) Approved courses will be reimbursed by the Board of Education up to the amount equivalent to the cost of twelve (12) semester hours per year at the tuition level set by New Jersey State Colleges.
- b) Courses are to be taken in the teacher’s Subject Area assignment or the course must be within a degree-granting program in the teacher’s Subject Area assignment, subject to review and approval by the Superintendent of Schools.
- c) Reimbursement shall be granted only where the applicant has completed the course in accordance with the requirements of the college institution giving the course, and shall have attained at least a “B” grade or equivalent with full credit for said course.
- d) An official reimbursement form is to be submitted to the Superintendent of Schools with either grade slips or an official transcript for proof of the successful completion of the approved course work.
- e) If courses are taken under a grant from private, public, or other funds: GI Bill, N.S.F., N.D.L.A. the difference between the amount granted and the actual cost for tuition will be reimbursed by the Board as limited by 1.a. in this Section.
- f) Tuition reimbursement shall be granted to secretaries and clerks who have at least three (3) full years of employment in the Kittatiny School District. Tuition reimbursement shall be made for those courses which are job related and are determined to be eligible and approved by the Superintendent prior to course enrollment. A CAP of \$1,000 per year has been designated for reimbursement in total for clerical staff.
- g) Full-time Teacher Aide and Pool Manager reimbursement shall be made after one year of service in the district as follows:
  1. Approved undergraduate courses will be reimbursed by the Board of Education up to the amount equivalent to the cost of twelve (12) semester hours per school year at the tuition level set by New Jersey State Colleges per year. The Board agrees to reimburse up to a maximum of seventy (70) undergraduate credits. Superintendent may be petitioned for additional undergraduate course approval.
  2. All courses must be within a degree-granting program in the area of teacher certification, subject to review and approval by the Superintendent of Schools.

- h) Due to the technical nature of its position, tuition reimbursement shall be granted to all CRTSS members, full and part-time, who have at least three (3) years of employment in the Kittatinny Regional School District. A cap of \$1000 per year shall be designated for reimbursement in total for the entire CRTSS staff.

## **ARTICLE XXVIII**

### **UNIFORMS**

- A. New hired custodians are responsible for providing their own uniforms and shoes. However, after six (6) months of service, the Board of Education shall reimburse the custodians for five (5) uniforms and two (2) pair of shoes annually and one (1) jacket per three-year contract.

**ARTICLE XXIX**

**LONGEVITY**

- A. An annual longevity program for 2003 through 2006 shall provide for an annual payment of \$2,350.00 for each teacher and athletic trainer, with 15 years of service in the Kittatinny District; \$ 100.00 for each additional year of service over 15 shall be added each year.
  
- B. An annual longevity program shall provide for an annual payment of \$1,000.00 for each secretary and clerk-typist with 15 years of service in the Kittatinny District; \$ 75.00 for each additional year of service over 15 shall be added each year.
  
- C. An annual longevity program shall provide for an annual payment of \$1,000.00 for each custodian with 15 years of service in the Kittatinny District; \$ 75.00 for each additional year of service over 15 shall be added each year.
  
- D. An annual longevity program shall provide for an annual payment of \$ 250.00 for each Teachers' Aide/Pool Manager with 15 years of service in the Kittatinny District; \$ 25.00 for each additional year of service over 15 shall be added each year.

**ARTICLE XXX**

**TRAVEL REIMBURSEMENT**

- A. All personnel on official business which has been authorized by the Superintendent shall receive the IRS rate for travel. Meals, lodging, and registration expenses will be reimbursed when properly submitted to and approved by the Board.

**ARTICLE XXXI**

**NEW TEACHER MENTOR FEES**

- A. Kittatinny Regional High School pays any and all fees for new teachers with Provisional Certificates. Individuals pay their own if Alternate Route.



## ARTICLE XXXII

### ATHLETIC TRAINER TERMS AND CONDITIONS

1. Work year will consist of 252 working days, August 19,2003 to June 30, 2004 or approximately two weeks prior to September, 2003 to June 30, 2004 or approximately two weeks prior to September, 2004 to June 30, 2005 and two weeks prior to September 2005 to June 30, 2006.
2. The hours of the position will be: Fall/Spring season: 12:00-completion of all home activities: Winter: 1:00-completion of all home activities. Non game week days the work day shall end at 6 P.M.
3. The athletic trainer will be responsible for coverage of all home activities Monday - Saturday.
4. The athletic trainer will be responsible for covering all home events/all levels.
5. The athletic trainer will be responsible for covering all home and away Varsity Football games, including any game rescheduled for a Sunday.
6. The athletic trainer will be responsible for covering all post-season competition any Varsity team may qualify for (excluding events in which individuals from a team may qualify for) as long as the event does not conflict with an event at Kittatinny Regional High School.
7. The athletic trainer will not work more than six (6) consecutive days without compensation (a day off when scheduling permits)
8. The athletic trainer will be compensated for hours worked before designated scheduled times above in assisting/organizing pre-season screenings and physicals in September, November, March and June in the form of equal compensatory time when scheduling permits. (Approximate time required is 52 hours or 7.5 work days)
9. On work days that fall in between seasons the work day will consist of a 7 hour day.
10. Days when school is closed due to emergency and/or inclement weather will be deducted from 252 day work year.
11. This position shall unless otherwise specified be entitled to health insurance, sick leave and personal leave benefits equal to teacher's contract.
12. Salary Guide for Athletic Trainer: (See Guide on page 44)
  
13. Thereafter, the Athletic Trainer's salary increase shall be based on Consumer Price Index (CPI) as published in the Wall Street Journal for year in question not to exceed the overall KEA professional percentage increase.

**ARTICLE XXXIII**

**AQUATICS DIRECTOR**

The length of the work year for the Aquatics Director will be equal to the teachers' contract.

Hours are as follows:

7:30 a.m. to 2:30 p.m. (7 hours per day)  
One 20 minute "break" each day  
One 40 minute "lunch break" each day

Salary: (See Guide on page 44)

Other Items:

- No more than five (5) consecutive periods scheduled.
- Sick days and Personal Days will be equal to the teachers' contract.
- Overtime will equal time-and-half after 8 hours on Saturday.
- Double time on Sundays and Holidays *when scheduled by the Administration*, exclusive of the Adult School instruction and Lifeguarding.
- Health benefits will be equal to the teachers' contract.

**ARTICLE XXXIV**

**LEAD TEACHER**

Recommendation

1. All Lead Teachers to teach five (5) class periods, no duties and to be assigned one period for department mentoring and related Lead Teacher responsibilities.
2. Stipend schedule guide. (See page 44)

**ARTICLE XXXV**

Computer Resources Technical Support Specialist

Salary Guide

July 1, 2003 through June 30, 2006

(See Salary Guide on page 44 for CRTSS)

**ARTICLE XXXVI**

**DURATION OF AGREEMENT**

Duration Period

This Agreement shall be effective as of July 1, 2003 and shall continue in effect until June 30, 2006, subject to the Association's right to negotiate over a successor Agreement as provided in Article II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated unless it is extended in writing.

IN WITNESS WHEREOF, the parties hereunto have caused this Agreement to be signed by their respective presidents, all on the \_\_\_\_\_ day of \_\_\_\_\_, 2003.

KITTATINNY EDUCATION ASSOCIATION

BY: \_\_\_\_\_  
KEA PRESIDENT                      DATE

KITTATINNY REGIONAL BOARD OF EDUCATION

BY: \_\_\_\_\_  
BOARD PRESIDENT                      DATE

BY: \_\_\_\_\_  
NEGOTIATIONS CHAIRPERSON DATE

BY: \_\_\_\_\_  
ASSISTANT SUPERINTENDENT FOR BUSINESS/                      DATE  
BOARD SECRETARY

**COACHING CATEGORIES FOR 2003/2004 AND 2004/2005**

- CATEGORY 1      FOOTBALL, BASKETBALL (BOYS/GIRLS), WRESTLING**
- CATEGORY 2      SWIMMING (COMBINED BOYS/GIRLS)**
- CATEGORY 3      BASEBALL, FIELD HOCKEY, BOYS SOCCER,  
GIRLS SOCCER, SOFTBALL, BOYS TRACK,  
GIRLS TRACK**
- CATEGORY 4      CROSS COUNTRY, (COMBINED BOYS/GIRLS)**
- CATEGORY 5      SKIING, GOLF, TENNIS, CHEERLEADING, (FALL  
AND WINTER)**

**COACHING CATEGORIES FOR 2005/2006**

- CATEGORY 1      FOOTBALL, BASKETBALL (BOYS/GIRLS), WRESTLING  
SWIMMING (COMBINED BOYS/GIRLS)**
- CATEGORY 3      BASEBALL, FIELD HOCKEY, BOYS SOCCER, GIRLS  
SOCCER, SOFTBALL, BOYS TRACK, GIRLS TRACK,  
CROSS COUNTRY (COMBINED BOYS/GIRLS)**
- CATEGORY 5      SKIING, GOLF, TENNIS, CHEERLEADING (FALL AND  
WINTER)**

**ANY COACH IN STEPS 1, 2, 3, OR 4 IN 2002-2003 WILL MOVE INTO THE NEXT NUMERICAL STEP ON THE NEW (2003-2004) GUIDE AND CONTINUE TO MOVE IN THAT WAY THROUGHOUT THE 3 YEARS.**

**STEP 5 COACHES IN THE YEAR 2002-2003 MOVE DIRECTLY INTO STEP 8.**

**IT IS AGREED THAT STEP ONE (1) OF THE 2003-2004 GUIDE WILL BE ELIMINATED TO CREATE THE 2004-2005 GUIDE. STEP TWO (2) OF THE 2004-2005 GUIDE WILL BE ELIMINATED TO CREATE THE 2005-2006 GUIDE. THEREFORE, NEW HIRES IN 2004-2005 WILL BE PLACED ON STEP TWO (2). NEW HIRES IN 2005-2006 WILL BE PLACED ON STEP THREE (3).**

- 1. ANY COACH WHO IS SELECTED AS HEAD COACH IN THE SAME SPORT HE/SHE HAS COACHED WILL BE GIVEN ONE (1) YEAR CREDIT ON THE HEAD COACH SALARY GUIDE FOR EVERY TWO (2) YEARS OF EXPERIENCE AS 7<sup>TH</sup> AND 8<sup>TH</sup> GRADE OR ASSISTANT COACH IN THAT SPORT WITHIN THE DISTRICT.**

- 2. ANY NEW HEAD COACH TO THE DISTRICT WHO IS SELECTED AS HEAD COACH WILL BE GRANTED ONE (1) YEAR CREDIT ON THE HEAD COACH SALARY GUIDE FOR EVERY TWO (2) YEARS OF EXPERIENCE AS ASSISTANT OR HEAD COACH IN THE SAME SPORT.**
- 3. ANY NEW HEAD COACH OR NEW ASSISTANT COACH TO THE KITTATINNY DISTRICT WILL BE GRANTED ONE (1) YEAR CREDIT ON THE SALARY GUIDE FOR EVERY YEAR'S EXPERIENCE IN THE SAME SPORT AT THE SAME LEVEL FOR OUTSIDE-OF-THE-DISTRICT EXPERIENCE.**
- 4. A COACH DURING THEIR 5<sup>TH</sup> YEAR OF SERVICE SHALL RECEIVE AN ANNUAL LONGEVITY PAYMENT OF \$250.00 IN THAT ATHLETIC COACHING ASSIGNMENT AREA.**