# NEGOTIATED AGREEMENT BETWEEN THE KITTATINNY REGIONAL BOARD OF EDUCATION

AND

KITTATINNY ADMINISTRATOR'S ASSOCIATION, INC.

20012-13

2013-14

2014-15

## ARTICLE I

A. The Board of Education hereby recognizes the Kittatinny Administrator's Association, Inc. as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all certified personnel employed or to be employed by the Board in the positions of:

Principal
Assistant Principal
Assistant Principal/Adult School Director
Director of Student Personnel Services
Supervisor of Athletics, Physical Education & Health Departments
(also referred as Athletic Director)
Supervisor of Special Education Department & Child Study Team
Supervisor of Mathematics & Foreign Language Departments
Supervisor of Science, Technology, Music & Creative Arts Departments
Supervisor of Social Studies & Business Departments (Assistant Principal)
Supervisor of English Language Arts & Literacy — Part-Time (10 Month)

- B. Unless otherwise indicated, the term, "Administrator" when used hereinafter in this agreement, shall refer to all employees represented by the Association in the negotiation unit as defined above.
- C. The collected negotiated agreement shall encompass nothing contrary to local, State or Federal laws and regulations.

#### **ARTICLE II**

## **NEGOTIATIONS PROCEDURES**

- A. The parties agree to enter into collective negotiation over a successor Agreement in accordance with Chapter 303, New Jersey Pubic Laws in good faith effort to reach agreement on all matters concerning the terms and conditions of administrators employment. Such negotiations shall begin by mutual agreement early in the school year of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all administrators, be reduced in writing, be signed by the Board and the Association.
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

## **ARTICLE III**

## **GRIEVANCE PROCEDURES**

## A. Definitions

A "Grievance" grievance is a claim by a Teacher/Administrator or the Association based upon the interpretation, application or violation of this agreement, policies or administrative decisions affecting terms and conditions of employment.

A "Grievance" form will be developed collaboratively between the KAA and the Central Office Administration (Superintendent) for use in filed "Grievances".

#### **GRIEVANCE PROCEDURES**

- 1. An "aggrieved" person" is the person or persons making the claim.
- 2. 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 Association within twenty-one (21) calendar days from the time of its occurrence.

## 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 administrator having a grievance may discuss the matter informally with any grievance adjusted without intervention of the Association provided the adjustment is not inconsistent with the terms of this Agreement. The Association will be given the opportunity to state its views should the administrator involved so desire.

## 1. Time Limits

Since it is important that grievances be processed 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 - Principal

An administrator with a grievance shall first discuss it with his principal, either directly or through the Association's designated representative within twenty-one (21) calendar days of the time of its occurrence, 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 three (3) days after the informal presentation. The principal shall meet with the superintendent at level one if the principal is the grievant.

## 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) days after formal presentation of the grievance, he may file the grievance with the Supt. of Schools, within three (3) days after the date the immediate superior 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 three (3) days of the date the Superintendent responded or shall have responded, appeal to the Board by submitting to Board Secretary a request in writing that the Board hear the matter at the earliest opportunity. The President of the Board shall schedule a review of the appeal at any executive session, special meeting or at the next regularly scheduled Board meeting.

## 5. Level Four - Arbitration

If the grievance is not satisfied with the disposition of his grievance at Board level, within fifteen (15) school 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. The submission shall be made to, and the processes for selection of an arbitrator shall be those of the American Arbitration Association.

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

## **GRIEVANCE PROCEDURES**

## (CONTINUED)

waived, then from the date the final statements and proofs on the issues 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 express 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 power or authority to make a 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.

The costs for the services of an arbitrator shall be borne equally by the Board and the Association.

## C. 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 matter 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; lack of retention in any position for which tenure is either not possible or not required,
- c. In matters where the Board is without authority to act:
- d. In matters involving the sole, unlimited discretion of the Board;
- e. 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:
- f. 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;
- g. 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;

#### **GRIEVANCE PROCEDURES**

## (CONTINUED)

## 2. 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 to 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.

## Year-End Grievance

2. In the event a 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 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.

## D. Miscellaneous

- 1. Any individual KAA contractual 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.
- 2. 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 beyond the informal level.
- 3. It is specifically understood that employees shall continue to follow directives of their employer notwithstanding the pendency of any grievance relating to those directives.
- 4. 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

## ADMINSTRATORS WORK YEAR

## A. In-School Year

1. Twelve (12) month personnel.

The calendar work year for administrators employed on a twelve-month basis shall be July 1st to June 30<sup>th</sup>. The "Regular Work Day" shall be at the discretion of the Superintendent.

#### B. Inclement Weather

At the discretion of the superintendent, administrators shall be required to attend school whenever student attendance is not required due to inclement weather.

#### C. Vacation Time For Twelve-Month Employees

Twelve-month administrators shall be granted twenty (20) days per year vacation after completion of years (1) one year, (2) two years or (3) years (4) four years of service, 25 days after completion of (5) five through (15) fifteen years of service; (30) thirty days after completion of each year of service beyond (15) fifteen years in the Kittatinny Regional High School District as an administrator. Current twelve-month administrators may carry-over a maximum of fifteen (15) vacation days. (All current employees who have in excess of these days shall retain their current contractual benefits with no loss for the term of this contract)

New hires after July 1, 2009 and forward shall be granted twenty (20) days per year vacation after completion of years (1) one year, (2) two years or (3) three years (4) four years and (5) five years of service, 25 days after completion of (6) six through (16) years of service; (30) thirty days after completion of each year of service beyond (16) sixteen years in the Kittatinny Regional High School District as an administrator. Newly hired administrators after July 1, 2009 may carry-over a maximum of (10) ten vacation days.

New twelve-month administrators who have worked (6) months in the Kittatinny Regional High School District will be allowed to use (5) of their year-end twenty vacation days, using the remaining (15) fifteen days after completion of their (1<sup>st</sup>) first year. Subsequent vacation time accrues on the anniversary date of their hire and is used thereafter.

Vacation requests cannot exceed two (2) consecutive weeks at a time unless special permission is granted by the Superintendent.

D. All administrators' salaries shall be divided in 12 equal months.

## E. Holidays

The following holidays shall be in addition to and not charged against vacation days:

New Year's Day Washington's Birthday Good Friday Memorial Day Independence Day

## Martin Luther King Labor Day

NJEA Convention Days (to substitute for Columbus and Veteran's Day)

Thanksgiving and the day following

Christmas Day and the day before or after (at the Superintendent's discretion)

Early dismissal time for Administrators on days before Thanksgiving break and winter break will be at the discretion of the Superintendent.

Winter and spring, summer (defined as starting the day following the last work day for certificated staff) recess, administrators work from 8:00 a.m. – 3 p.m. Monday through Thursday except for Fridays. On Fridays a rotation schedule will be submitted to the Superintendent for approval stating the names of two administrators required to be on duty during winter, spring, and summer recess. Other twelve-month administrators will not have to report to work on Fridays during recess.

## Supervisor of Athletics, Physical Education & Health

Arrival to work may be adjusted at the discretion of the Superintendent from between 7:30 and 9:00 a.m. A pre-approved change in arrival to work schedule must be in place by September 5 of each school year.

The Supervisor of Athletics will begin home Middle School events and non-varsity events, but will be not be required to remain for the entire event.

The stipend position for Site Manager/Assistant Athletic Director will be created to supervise a total of thirty-five (35) events during the school year as approved by the Superintendent and the Board of Education. The total stipend cost not to exceed \$3,500.

#### **ARTICLE V**

## **EXPENSES/DUES**

#### Traveling Expenses

All personnel on official business which has been authorized by the Superintendent shall receive the current OMB rate per mile as compensation for travel. Meals, lodging, and registration expenses will be reimbursed when properly submitted to and approved by the Board at the OMB rate and according to the new travel regulations.

## Dues For Professional Organizations

The Board of Education will approve administrator's individual membership in one professional organization at the local, state and national level as recommended by the Superintendent.

#### **ARTICLE VI**

## **ADMINISTRATOR EVALUATION**

## A. Evaluation Procedures

- 1. All formal evaluations of an administrator shall be conducted openly and with full knowledge of the administrator. The use of eavesdropping, public address, camera, audio-systems, and similar surveillance devices shall be strictly prohibited.
- 2. The evaluation shall be followed by a conference between the evaluator and the administrator. Thereafter, a written report shall be prepared by the evaluator, with a copy furnished to the administrator. The administrator shall, upon request, be given an opportunity to consult with the evaluator regarding the written report. A signature acknowledging review and receipt of the evaluation must be received after no more than ten (10) business days. The administrator shall have at least one day to review, sign and return the observation to the evaluator.
- 3. Non-tenured staff shall be evaluated in accordance with N.J.S.A. 18A. This section shall not be subject to the Grievance Procedure set forth as Article III of this Agreement.

## B. Personnel Records

#### 1. File

An administrator 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 administrator shall be entitled to have representative (s) of the Association accompany him during such review.

#### 2. Derogatory Material

No material derogatory to an administrator's conduct, service, character or personality, which is not a part of the normal business record of the employer, shall be placed in his or her personnel file unless he or she has had the opportunity to review such material by affixing his or her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. That administrator shall also have the right to submit a

written answer to such material and his or her 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 administrator's inspection.

## 4. Termination of Employment

Final evaluation of an administrator 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 administrator after severance or otherwise than in accordance with the procedure set forth in this Article, with the exception of normal severance documents. An administrator may, with six (6) months of leaving, have the right to review his or her file.

## **ARTICLE VII**

## SICK LEAVE

Sick leave shall be allotted 10 days per year for ten-month employees, and 12 days per year for twelve-month employees. Unused sick leave will be cumulative.

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.

## Notice of Accumulation

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

## Death Benefit

In the event of the death of an administrator, the administrator's (estate) shall receive \$150.00 for each unused accumulated sick days and vacation days.

## Retirement

When employees are separated from the Kittatinny Regional High School District for purposes of retirement such compensation shall be paid to them under the terms.

All current administrators who have accumulated 150 plus sick days as of July 1, 2009 will shall retain current benefit package upon retirement. The administrators at retirement shall be compensated for up to a maximum of 150 accumulated unused sick days at the following daily rates:

Year of Contract	Amount
2012-2013	\$150.00
2013-2014	\$150.00
2014-2015	\$150.00

Upon the announced year of retirement the administrators accrued sick days shall be converted into vacation days at the rate of two (2) sick days to equal one (1) vacation day. This formula will be effective for all accrued sick days over 150.

All current administrative employees under the KAA contract who have less than 150 accumulated sick days as of July 1, 2012 will be compensated at \$150 per sick day with a maximum payout cap of \$20,000 per employee. Accrued vacation time will be compensated at the per diem rate of pay for the individual administrator for all unused vacation time. (All administrators with more accumulated sick time as of July 1, 2012 will be capped at \$25,000)

All newly hired administrators under the KAA contract after July 1, 2009 will be compensated for accumulated sick time at the rate of \$150 per day with a maximum cap of \$15,000 per employee. Accrued vacation time will be compensated at the per diem rate of pay for the individual administrator with a maximum payout cap of \$15,000 for all unused vacation time.

#### **ARTICLE VIII**

## **TEMPORARY LEAVES OF ABSENCE**

## 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.

## Personal

Five (5) days leave of absence for personal, legal, business, household, religious, or family matters which require absence during school hours. Application to the Superintendent for personal days 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 that he is taking it under this Section. No more than one (1) personal day will be approved at any one request. All unused personal days shall be converted to sick leave days or Family Illness days. Unused personal days may be converted to Family Illness Days to a maximum of four (4) non-accumulating Family Illness days per year.

## Family Illness

An absence for immediate family emergency will be at the discretion of the superintendent or their designee. Family Illness leave shall be granted for an illness in the immediate family – immediate family is defined as mother, father, spouse, sister, brother, son, daughter, grandmother, grandfather or any other relative living in the same household. An extended period, if necessary shall be by petition to the Board and at their discretion will set compensatory relief, if any. Board Policy #4151.2.

#### <u>Legal</u>

Time necessary for appearances in any legal proceedings connected with the administrator's employment or with the school system if the administrator is required by law to attend.

#### 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. Two (2) days for sibling. All other relatives shall be for the day of the funeral only.

## <u>Military</u>

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. All Military leave will be according to N.J.S.A 38: 23-1, 38: 23-4 and 38A: 4-4

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 ringer benefits accruing to him/her (the

next appropriate step on the guide). For short term military training leave that may occur during the school year, the employee will be fully compensated.

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.

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 IX

## **EXTENDED LEAVES OF ABSENCE**

#### International and Federal Programs

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

## **Outside Teaching**

An administrator 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.

#### Maternity Leave

#### Pregnancy

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 shall be 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 such 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:

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 duties, in accordance with Board Policy on anticipated disabilities.

The employee may request unpaid leave 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.

The employee who remains in her 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. Board may require medical certification of such disability.

The Board may require that a pregnant employee be placed on sick leave if:

the performance of her duties had declined substantially from such performance during the time immediately preceding her pregnancy, or

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:

failure of the employee to produce medical certification of her fitness, or the agreement of the employee's physician and a physician appointed by the Board, or the concurrence in a finding of incapacity by an impartial third physician, who may be appointed by the county medical society or be the consent of the examining physicians in (2) above.

No employee absent on temporary disability for reasons associated with pregnancy may return to work without presentation of medical certification of fitness.

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.

When pregnancy is terminated, the employee is presumed to be disabled for a recuperation 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.

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.

#### Adoption

Any administrator adopting an infant child shall receive similar leave which shall commence upon his/her receiving <u>de facto</u> custody of said infant or earlier, if necessary, to fulfill the requirements for the adoption.

## ARTICLE X

## PROTECTION OF ADMINISTRATORS/SUPERVISORS, STUDENTS AND PROPERTY

#### Assault

The Board shall give full support, including legal and other assistance, for any assault upon the administrator while acting in the discharge of his duties so long as said employee has not violated any New Jersey Statute/Code/Criminal Code after a thorough investigation has been completed by the Administration and/or the proper law enforcement agency.

## Reporting Assaults

Administrators shall immediately report cases of assault suffered by them in connection with their employment to the superintendent.

## **ARTICLE XI**

## **HEALTH PROTECTION**

#### Full Health-Care Coverage

Employee contributions toward medical and dental benefits will be in accordance with current New Jersey State laws/statutes/code governing public school employees as of July 1, 2012.

## Complete Annual Coverage

For each administrator who remains in the employ of the Board for the full school year, the Board shall make payment in accordance with current New Jersey State laws/statutes/code governing public school employees health benefits (as of July 1, 2012) to a Board of Education provided medical benefit plan for the employee and their family, to provide insurance coverage for the full twelve (12) month period commencing September 1st and ending August 31st.

#### Injury or Accident

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

Family membership for K.A.A., Inc. in dental and prescription plans approved by the majority of the district's employees and will be paid for by the Board in accordance with current New Jersey State laws/statutes/code governing public school employees as of July 1, 2012.

#### Buy-Out Package

Employee buy-out terms for medical and dental benefits will be in accordance with current New Jersey State laws/statutes/code governing public school employees as of July 1, 2012. The rate of reimbursement will be 25% of the benefit plan or a maximum of \$5,000 per employee whichever amount is less. Benefit buyout applications must be

submitted to the business office in a timely manner. Any health benefit carrier change shall be in accordance with all New Jersey and Federal laws and statutes. Employees may not coordinate benefits as per the regulations and New Jersey State laws for the administration of the School Employee Health Benefit Plan (SEHBP).

## **ARTICLE XII**

## MANAGEMENT RIGHTS

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 High School District to the extent authorized by law.

## **ARTICLE XIII**

## SEPARABILITY AND SAVINGS

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 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.

## **ARTICLE XIV**

Curriculum changes or revisions of the implementation of innovative practices shall be approved by the Board upon consultation with the Principal(s) involved.

Administrators recognized their responsibility to the Board to provide unbiased professional advice to the Board and Superintendent whenever, and as often as required. Meetings scheduled for this purpose shall be at the discretion of the Board or Superintendent.

#### Criticism of Administrators

Any question or criticism by a supervisor, administrator, or board member of an administrator and his performance shall be made in confidence and not in the presence of students, parents, or other public gatherings.

## **ARTICLE XV**

#### TUITION REIMBURSEMENT

Tuition reimbursement shall be granted to all administrators.

Tuition reimbursement shall be made as follows:

Approved courses will be reimbursed by the Board of Education up to the amount equivalent to nine (9) credits of coursework at a maximum of \$833 per credit for doctorate level classes. All Master's degree level coursework will be reimbursed at the maximum of nine (9) credits of coursework per school year (July1 – June 30). The rate of reimbursement will be based on the highest New Jersey State College/University rate. Courses are to be taken in a related subject area, subject to review and approval by the Superintendent of Schools. Three (3) of the nine (9) credits a year may be taken on-line.

All coursework reimbursement will be in line with the new tuition laws governing education tuition repayment N.J.S.A. 18A:6-8.5; N.J.S.A 18A:3-15.3; N.J.A.C. 6A:9-2.1

- a. The institution must be an accredited (duly authorized institution of higher education)
- b. The employee will have obtained prior approval of the superintendent prior to enrollment in the course; and
- c. The course or degree must be related to the employee's current or future job responsibilities

Reimbursement shall be granted only where the applicant has completed the course in accordance with the requirements of the college or institution giving the course, and shall have attained at least a "B" grade or equivalent with full credit for said course.

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.

If courses are taken under a grant from private, public, or other funds: G.I. 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 F.1.A. in this section.

## Separation Clause for Tuition Reimbursement

Upon attainment of the graduate degree (Ed.D or MA/M.Ed.), if the employee leaves within 365 days (one year) the employee shall repay the district 100% of tuition reimbursement for the prior year and 50% of reimbursed tuition costs for 2nd prior year (2 years). If the employee leaves before 730 days (2 full years of service) the rate of repay to the district shall be at the rate of 50% of last full year of tuition reimbursement. If the employee stays beyond 2 years and 1 day there shall be no reimbursement for graduate level classes.

## **ARTICLE XVI**

## **LONGEVITY**

A longevity program shall provide for an annual payment of \$2,000.00 dollars for each administrator with fifteen (15) or more years of service completed in the Kittatinny Regional School District. Longevity will begin day one (1) of the 16<sup>th</sup> year of service for said employee. Longevity will increase to the rate of \$200.00 per year between the 17<sup>th</sup> and 21<sup>st</sup> years of service in the district. After the 21<sup>st</sup> year, longevity will be capped at a maximum of \$3,000 for each administrator.

## **CORRECTION TO SALARY GUIDES - 2/11/13**

All new twelve (12) month Administrators will be compensated appropriately with a minimum salary of \$85,000 per year unless agreed upon by both the KAA and the Board of Education to compensate at a lower monetary level.

## 2012-13

STAFF I.D.# (RealTime)	TEN/TWELVE-MONTH ADMINISTRATORS	
10000	\$140,329	
10073	\$ 91,298	
10021	\$ 96,726	
10058	\$111,650	
10009	\$123,887	
4040	\$ 95,195	
7954	\$105,035	
10039	\$110,449	
1055	\$ 91,070	
<u>2013-2014</u>		
10000	\$142,471	
10073	\$ 93.440.	
10021	\$ 98,868	
10058	\$113,792	
10009	\$126,029	
4040	\$ 97,337	
7954	\$107,177	
10039	\$112,591	
1055	\$ 1,071+ Teacher Guide	

## 2014-2015

10000	\$145,320
10073	\$ 95,309
10021	\$100,845
10058	\$116,068
10009	\$128,550
4040	\$ 99,284
7954	\$109,321
10039	\$114,843
1055	2% of Administrative Salary

## **DURATION OF AGREEMENT**

## **Duration Period**

This Agreement shall be effective as of July 1, 2012 and shall continue in effect until June 30, 2015.

## Status of Incorporation

Board Secretary.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the 15<sup>th</sup> day of July, 2012.

Christian Angelillo

Christian Angelillo

James Hunt, President
Board of Education

Kathy Kane, Business Admin/

Date

7/19/12

Date

7/19/12

Date