

AGREEMENT
BETWEEN
KENILWORTH BOARD OF EDUCATION
AND
KENILWORTH EDUCATION ASSOCIATION
(TEACHERS' UNIT)
July 1, 2010 through June 30, 2013

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PREAMBLE

This contract is made and entered into on July 1, 2010 by and between the Board of Education of Kenilworth, New Jersey, hereinafter called the "Board" and the Kenilworth Education Association, hereinafter called the "Association".

ARTICLE I
RECOGNITION

A. Pursuant to the provisions of Chapter 303 of the Laws of 1968, as amended by N.J.S.A. 34:13A-1 et seq., the Kenilworth Board of Education hereby recognizes the Kenilworth Education Association, during the term of this Agreement, as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all certificated personnel not engaged as supervisory employees in the following classifications: Classroom teachers, librarians, psychologists, social workers, speech therapists, guidance counselors, nurses, certified classroom aides, and learning consultants.

B. Unless otherwise indicated, the term "teachers" when used hereinafter in this Agreement, shall refer to all certificated professional employees represented by the Association in the negotiation unit as defined above, and reference to male teachers shall include female teachers.

C. It is further understood that the following certificated personnel are specifically excluded from this recognition:

1. Superintendent/Assistant Superintendent
2. Principals/Assistant Principals
3. Supervisors
4. School Business Administrator

D. All other individuals employed by the Board not specifically enumerated above are excluded from the negotiations unit.

ARTICLE II

NEGOTIATIONS PROCEDURE

A. The parties agree to enter into collective negotiations over a successor agreement in accordance with N.J.S.A. 34:13A-1, et seq., in a good faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin at a mutually agreeable time, but no later than November 15th of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all certificated teacher personnel belonging to the Association, be reduced to writing, and be signed by the Board and the Association after ratification by the Association and the Board.

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.

C. The following procedures are to be followed as a means of reaching agreement on matters in negotiations:

1. The Board representatives agree to meet with the representatives of the Association at a mutually agreeable time, but no later than November 15th of the calendar year preceding the calendar year in which this Agreement expires.

2. At the initial meeting, there shall be an exchange of proposals and an establishment of ground rules for negotiations regarding future meetings.

3. The Board and the Association agree upon reasonable request to share statistics and information that relate to topics being negotiated, including public information pertaining to the budget which is approved by the Board of Education.

4. Whenever tentative agreement is reached upon any provision to be incorporated in the Agreement, the parties shall endeavor to have said agreement reduced to writing and incorporated as part of the final draft of the Agreement to be entered into between the parties and approved. It is understood and agreed that all tentative agreements and the final Agreement are subject to ratification by the Board and the Association membership.

5. The negotiation teams of both the Board and the Association shall consist of no more than seven (7) members. Either negotiation team shall have the right to utilize the services of consultants in its deliberations.

6. In computing the cost of salaries in any negotiated settlement, only the increase in the guides and the increments earned by individuals who are moving up on the guides shall be included. In no case whatsoever shall movement of personnel from one guide to another (i.e., from the BA scale to the MA scale) be considered part of the settlement, or included in the overall cost or percentage of increase. Personnel moving to another scale on the guide must comply with the notification requirements pursuant to Article XVIII B of this Agreement.

ARTICLE III
GRIEVANCE PROCEDURE

A. Definition

1. A grievance is hereby defined as any appeal by a teacher, group of teachers or the Association over the interpretation, application, or a violation of policies, agreements, and administrative decisions which affect employees' rights and terms and conditions of employment.

2. Principal is hereby defined as the principal of the school wherein the grievance originates. Superintendent is hereby defined to be the Superintendent of Schools or his/her designee.

3. Representative is hereby defined to include any organization, agency, or person authorized or designated by any teacher or by any group of teachers, or by the Association, or by the Board to act in its or their behalf and to represent it or them.

4. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without the intervention of the Association. However, a teacher has the right to have a representative present when discussing a grievance informally.

5. The term "grievance" and the procedure relative thereto shall not be deemed applicable in the cases of the failure or refusal of the Board to renew the contract of a nontenure employee, except for non-renewal for disciplinary reasons. Neither shall the grievance procedure be invoked by any individual claiming tenure

under the provisions of N.J.S.A. 18A:28-5, et seq., where charges have been brought against such individual pursuant to the provisions of the Tenure Employees' Tenure Law, N.J.S.A. 18A:6-10, et seq. In such cases, the procedure to be followed shall be set forth in N.J.S.A. 18A:6-10 et seq.

6. In cases involving the withholding of increments pursuant to N.J.S.A. 18A:29-14, an individual affected by such action shall have the right to invoke the grievance procedure up to and including Board level. From the final determination by the Board, the method of review shall be in accordance with law.

B. Procedure:

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level of this grievance procedure shall be considered as maximum and every effort should be made to expedite the process. The time limit specified herein may, however, be extended by mutual agreement. Nevertheless, failure to abide by the time limits set forth herein, or to any mutually agreed to extensions, shall be considered an abandonment of the grievance. Grievances shall be signed and dated. Faxes are acceptable. Grievances must be submitted during regular business hours. Business hours are 8:00 a.m. to 4:00 p.m. when school is in session and 9:00 a.m. to 3:00 p.m. when school is not in session.

2. In the event a grievance is filed at such time that it cannot be processed through all the steps of this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limit set forth herein shall be reduced

upon mutual agreement of all parties, so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. Level One: A grievance shall first be presented within twenty-one (21) calendar days of the date upon which the grievant should reasonably have become aware of the event complained of, to the Principal of the school or the Supervisor. The Principal or Supervisor shall informally discuss the matter with the grievant and shall render a decision within seven (7) calendar days from that discussion.

4. Level Two: If the grievance is not resolved to the grievant's satisfaction within seven (7) calendar days of the informal discussion with the Principal or Supervisor, or if no decision is forthcoming within the seven (7) calendar day period, then the grievant may submit his/her grievance to the Superintendent of Schools, in writing, specifying:

- (a) The nature of the grievance;
- (b) The results of the previous discussion with the Principal;
- (c) The basis of his/her dissatisfaction with the Principal's determination; and
- (d) A copy of the writing called for in this paragraph shall be furnished to the school Principal or Supervisor and to the Association.

The Superintendent will try to resolve the matter as expeditiously as possible, but within fifteen (15) calendar days. The Superintendent shall communicate the decision in writing, indicating the reasons for his action to the person who initiated the grievance.

5. Level Three: If the grievant is not satisfied with the determination of the Superintendent, or if the Superintendent does not render a decision within fifteen (15) calendar days, the dissatisfied grievant may, within fifteen (15) calendar days of the Superintendent's determination or lack thereof, appeal to the Board of Education.

6. Level Four: Any appeal to the Board of Education shall be in writing and shall contain the information specified in paragraph 4 above. Copies of the appeal to the Board of Education shall be served upon the Principal of the school or the Supervisor, the Superintendent and the Association.

7. The Board of Education or a committee thereof may at the next available Board meeting or within twenty one (21) calendar days of receipt of the written appeal, conduct a hearing at which all parties in interest may be heard. Grievance hearings shall be held at 7:00 p.m.

8. Within fifteen (15) calendar days of the hearing, if a hearing has been scheduled, or within twenty one (21) calendar days of receipt of the written appeal, the Board of Education or its committee shall render a decision, in writing, and shall serve a copy of that decision on the grievant, the Principal of the school or the Supervisor, the Superintendent and the Association.

9. Any and all such hearings authorized under this Article shall be limited to the parties in interest.

10. Level Five: In the event the grievant is dissatisfied with the determination of the Board, he/she shall have the right to request binding arbitration pursuant to the rules and regulations established by the Public Employment Relations Commission, under the provisions of N.J.S.A. 34:13A-1, et seq.

11. A request for arbitration shall be no later than ten (10) calendar days following the determination of the Board. Failure to file the request within this ten (10) calendar day period shall constitute a bar to such arbitration unless the grievant and the Board shall mutually agree upon a longer period of time within which to file the request for arbitration.

12. A request for arbitration shall be filed with the Public Employment Relations Commission and a copy shall be served upon the Superintendent of Schools.

13. The right to arbitration shall apply only to those grievances challenging the interpretation and/or application of this negotiated Agreement or pursuant to N.J.S.A. 34:13A-1 et seq. All other grievances, including but not limited to those listed below, are specifically excluded from the arbitration process set out in this Article:

- (a) Disputes involving Board policies or administrative decisions;
- (b) Disputes over matters which have been declared non-negotiable by the Courts or administrative agencies of the State;
- (c) Disputes wherein a specific statutory method of review is provided; and
- (d) Disputes wherein the remedy sought is beyond the power of the arbitrator and/or the Board of Education.

14. The authority of the arbitrator shall be subject to the following:

- (a) He/she shall have no authority to modify, add to, subtract from, or in any way whatsoever alter the terms and provisions of this Agreement;

(b) He/she shall be bound by the decisions of the Commissioner of Education, the Public Employment Relations Commission, and any other administrative agency of this state, the Courts of this state and the United States, and all New Jersey Statutes.

15. Arbitration hearings shall be conducted in private, at a site mutually convenient to both grievant and the Board, and shall be limited in attendance to parties in interest.

16. The cost of the arbitrator's services shall be shared equally by the Board and the Association. Each of the parties shall bear its own costs and expenses.

17. The decision and award of the arbitrator shall be final and binding on both parties.

18. Failure to respond within the time limits by the Board or its agent shall be considered a denial of the grievance allowing the grievance to be processed through the next step, if applicable.

C. Rights of Teacher Employees to Representation:

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself or at his/her option, by the Association, or by a representative selected or approved by the Association.

2. No reprisals of any kind shall be taken by the Board or any member of the administration against any party in interest, any representative, any member of the Association or any other participant in the grievance procedure by reason of such participation.

D. Miscellaneous:

1. Group Grievances: Any grievance which is common among a group or class of aggrieved teachers may be represented in writing, by the aggrieved teachers or by a representative selected by them, to the level of authority at Level Two without first having been processed through the previous steps of the grievance procedure. Such group grievance shall be processed at Level Two and thereafter in accordance with the procedures set forth above.

2. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representative or any representative of the Association entitled to be present.

ARTICLE IV
TEACHER RIGHTS

A. Pursuant to N.J.S.A. 34:13A:1 et seq., the Board hereby agrees that all teachers covered by the terms of this Agreement, as particularly delineated in Article I, shall have the right to join and support the Kenilworth Education Association for the purpose of engaging in collective negotiations and bargaining as defined and provided for by the aforesaid legislation of the State of New Jersey.

B. Nothing contained in the within Agreement or as provided for in Article IV shall be construed to define or restrict any teacher covered by the within Agreement, his/her rights under N.J.S.A. 34:13A-1 et seq., under New Jersey School Laws or under other applicable laws and regulations as adopted and as may be amended during the term of this Agreement.

C. Whenever an employee is required to appear before the Board or any committee thereof, or the Superintendent concerning any matter which could adversely affect the continuation of the employee in his/her office, position or employment or the salary or any increments pertaining thereto, then he/she shall be given prior notice in writing for such meeting or interview not later than twenty-four (24) hours before said meeting and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.

D. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

E. The personnel files currently kept in the Superintendent's office are designated as the official personnel files for all employees. Whenever possible and depending on administrative needs, any employee who requests access to his/her personnel file shall be granted the opportunity to do so within one (1) school day of such notification.

F. At least once every year, an employee shall have the right to indicate those documents and/or other materials in the personnel file regarded by the employee as obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent of Schools or his/her designee and if in fact, based upon the Superintendent's determination, they are obsolete or otherwise inappropriate to retain, shall be destroyed. Such determination by the Superintendent of Schools may be grieved to the Board level only. Initial copies of all documents or materials shall be at the expense of the Board. Additional copies shall be at the expense of the parties requesting the copies.

G. No teacher shall be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage, or given an adverse evaluation involving discipline of his professional services without just cause. Any such action asserted by the Board, or any agent or representative therefor, shall be subject to the grievance procedure herein set forth unless an alternative statutory procedure is mandated.

H. 1. A teacher may only be involuntarily assigned to an extra-curricular position after the Board has posted within the district for a qualified volunteer for the position and if no qualified volunteer is found from within the district, the Board has advertised for a

qualified person from outside the district and no qualified person from outside the district applied. Where the extra-curricular position requires a teaching assignment within the school day, there is no requirement for the Board to first advertise outside the district before involuntarily assigning a teacher to an extra-curricular position.

2. When the Board seeks volunteers for an extra-curricular position, teachers shall have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal or coercion, to volunteer or to refrain from volunteering for any extra-curricular position.

ARTICLE V

BOARD OF EDUCATION - MANAGEMENT FUNCTIONS AND RIGHTS

A. The Board of Education reserves to itself sole jurisdiction over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, or any successor Agreement, in accordance with applicable laws and regulations.

1. The exclusive management and administrative control of the school system and its properties and facilities, and the activities of its teacher employees during their hours of employment.

2. To hire, promote, transfer, assign and retain teachers in positions in the school district, and to suspend, to demote, discharge or take disciplinary action against teachers (subject, however, to the provisions of the applicable statutes and rules and regulations of the State Board of Education in such cases made and provided) and all applicable laws and decisions of any New Jersey State or applicable federal agency regarding these matters.

3. The right to establish grade levels and courses of instruction including special programs, and to provide recreational and social activities for students, all as deemed necessary and/or advisable by the Board.

4. The right to make final determination in the practices of instruction; the approval of the selection of textbooks and other teacher materials; and the use of teaching aids of every kind and nature.

5. To determine class schedules, hours of instructions, and the duties, responsibilities and assignments of teachers to non-teaching activities during the school year.

6. To take whatever other actions may be necessary to carry out the matters of the school district; and to carry out all the powers, rights, authority, duties and responsibilities conferred upon and vested in it, except as may be modified by the terms of this Agreement, by the laws and Constitution of the State of New Jersey and by the laws and Constitution of the United States, as the same may have been interpreted either by administrative decisions, or by appropriate courts of competent jurisdiction.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement provided they are in conformance with the laws of the State of New Jersey and the Constitution and the laws of the United States.

C. Nothing herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under Title 18A of the Laws of the State of New Jersey or any state law or regulation as they pertain to education.

ARTICLE VI
ASSOCIATION RIGHTS AND PRIVILEGES

A. The Association and its representatives shall be permitted to transact official Association business on school property and hold school meetings after school hours, provided that this shall not interfere with or interrupt normal school operations, provided further, that twenty-four (24) hours notice of said Association meeting is given to the Superintendent of Schools and that approval of the Superintendent is obtained for the Association's meetings.

B. The Board agrees to place bulletin boards in the teachers' rooms on which the exclusive notices of the Association may be posted. The Association will be permitted to use the bulletin board located in the main offices of district school buildings.

C. No meeting shall be scheduled so as to conflict with the duties of the teachers or other meetings scheduled by the Superintendent and the Principal or Supervisor. Once a month, the Association may schedule one (1) meeting at 3:15 p.m. All other meetings scheduled during the month shall start no sooner than 3:30 p.m.

D. The Association may have the privilege to use school equipment, including typewriters, duplicating equipment, and all types of audio-visual equipment after school hours, when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such use and assume liability for any damage to any equipment occurring during their use. Approval of the Principal is necessary before school property may be used as stated above. If the Principal

refuses to grant permission, that decision may not be subject to a grievance beyond the Board level.

E. The Association shall have the right to use inter-school mail facilities and school mailboxes as it deems necessary.

ARTICLE VII

TEACHING HOURS AND TEACHING LOAD

A. As professionals, teachers are expected to devote to their assignments the time necessary to meet their professional responsibilities. Each teacher shall indicate his/her presence for duty by personally signing his/her initials in the "Sign In" column of the Faculty Roster. Teachers shall indicate their departure by personally signing his/her initials in the "Sign Out" column of the Faculty Roster. In those instances when a teacher is permitted to depart earlier than normal by the principal or supervisor, such teacher will also indicate the time of his/her departure in the Faculty Roster.

B. 1. Teachers shall have a work day of seven (7) hours.

2. Teachers assigned at the High School or Middle School may be scheduled for two hundred sixty six (266) minutes of instructional time.

3. Non-teaching duties shall include but not be limited to in-school suspension, computer room, study hall, lunch duty and hall duty.

C. Tardiness: Teachers who are tardy five (5) times in one school year shall be deducted a half day's salary. Tardiness is considered any time after the contractually required time of arrival.

D. All teachers shall remain in the school for the seven (7) hour teacher work day. After students are dismissed, teachers shall be available to assist students who need additional help in their academic or special subject areas. However, the following days are exceptions:

1. Friday
2. Before a holiday
3. Days when teachers are expected to attend a school-related afternoon or evening meeting or activity
4. When excused by the administration

E. On Mondays during the school year teachers may be required to remain after the end of the regular school day for grade level, department, subject matter or supervisor's meetings at the discretion of the superintendent, supervisor or principal. There shall be a maximum of twenty three (23) such meetings annually. Meetings shall run no more than forty five (45) minutes per meeting and shall commence fifteen (15) minutes following student dismissal. One Monday per month during the school year shall be reserved for Association business, and if a meeting is held it shall be held at the discretion of the Association.

F. Every teacher shall be assigned three (3) school-sponsored activities. In addition to the above, teachers shall attend commencement or graduation ceremonies. Additionally, the Superintendent may assign additional duties in cases of emergency as declared by the Superintendent.

G. Teachers who teach Pre-Kindergarten through Sixth Grade shall attend one (1) Back-to-School Night per year. Teachers who teach Seventh through Twelfth Grade while block schedule continues, shall attend two (2) Back-to-School nights per year. Teachers who teach Seventh through Twelfth Grade, if schedule A/B, shall attend one (1) Back-to-School Night per year. Teachers who teach overlapping grade assignments from Pre-Kindergarten through Twelfth Grade shall attend two (2) Back-to-

School nights. Additional Back-to-School Nights shall be compensated at twenty-seven (\$27.00) dollars per hour.

H. All full time teachers shall, in addition to their lunch period, have daily/weekly preparation time during which they shall not be assigned to any other duties, except when a substitute is unavailable, as follows:

All full time teachers - a minimum of one (1) period per day or a total of five (5) periods per regular work week.

I. Pre-Kindergarten through Sixth Grade full-time teachers shall not be required to remain in their classrooms when a specialist is present. A World Language teacher shall not be considered a specialist.

J. Any teacher suffering temporary disability which does not necessitate absence from work may be excused from non-teaching duties outside the building upon submission of a request to the Principal of the school along with a physician's certificate verifying such temporary disability and the duration of time which such disability may be expected to last. The Principal may request the teacher to submit to a physical examination by either the school physician or another physician of the teacher's own choice in order to verify the nature of the disability and its duration. If the second opinion is rendered by a physician other than the school physician, the employee shall pay the entire cost for such examination. As the result of an excuse being granted, any changes in other teachers' schedules may be made by the Principal in order to provide adequate coverage for outside lunch duties.

K. Employees who are scheduled classes during a day at both Harding School and Brearley High or Middle Schools shall be scheduled thirty (30) minutes to travel between the buildings.

L. The teacher work year shall include one hundred eighty (180) school days, one (1) day prior to the beginning of the school year and two (2) in-service days for a total of one hundred eighty-three (183) days.

ARTICLE VIII

NON-TEACHING DUTIES

A. To promote the safety of each child in our school system, the following procedures will be followed:

1. Teachers will supervise the cafeteria activities during lunch time.

2. Aides will be provided to assist teachers on playground duties during the lunch period.

3. Hall and the line duties, safety patrols, movie schedules, emergency committees, and other special duties shall, as far as practicable, be divided equally among all teachers on a rotating basis.

B. No teacher shall be required to transport any student in his or her private conveyance.

ARTICLE IX

SALARIES - WITHHOLDING OF INCREMENT

A. Salaries of all teachers covered by this Agreement shall be as provided in Appendix A, B and C which are attached hereto and made a part hereof.

B. The withholding of any salary increment shall be done in accordance with the procedures set forth in N.J.S.A. 18A:29-14 unless the withholding decision is based upon disciplinary reasons and in such instance said decision may be grieved.

C. The longevity program will be eliminated in its entirety as of July 1, 1984, except for those teachers who were eligible for receiving longevity pay as of that date.

D. A full-time athletic trainer who does not teach any periods during a school day shall be paid eighty percent (80%) of that individual's corresponding step on the salary guide, inclusive of the stipend provided for in Schedule G, and shall receive health benefits. A full-time athletic trainer who teaches at least one (1) period during a school day shall be paid at that individual's corresponding step on the salary guide, inclusive of the stipend provided for in Schedule G, and shall receive health benefits. Under all other circumstances, an athletic trainer shall be paid the stipend provided for in Schedule H, but shall not receive health benefits.

E. To be eligible for a salary increment an employee must begin work on or before February 1st and the individual must be paid for ninety (90) days in a given year.

ARTICLE X
METHOD OF PAYMENT

A. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.

B. When a pay day falls on or during a school holiday, vacation or weekend, teachers shall receive their paychecks on the last previous working school day.

C. Each teacher shall receive his/her final pay on the last working school day in June, provided that his/her work for the school year has been completed and approved by the Principal.

D. As long as the receiving bank has the facility, the Board will provide for direct deposit of salary checks into a bank or credit union by setting up an electronic funds transfer system. Teachers are allowed to enter and/or change deductions in the program two times a year: prior to September 1st and December 31st.

E. Employees' expense vouchers for period substitution, student athletics/ activities, above and beyond the contractual salary that are submitted to and approved by the Principal by the 15th of a month shall be paid on the 30th of that month.

F. As long as the receiving agency has the facility and capability, the Board will provide for an electronic transfer of the tax shelter funds.

G. The Board shall establish a Summer Payment Plan, consistent with law, provided that staff members wishing to participate notify the Business Office no later than June 15th of the prior school year and at least fifteen (15) staff members agree to participate.

ARTICLE XI
TEACHER ASSIGNMENTS

A. Teaching assignments shall be made at the discretion of the administrators within the areas of State certification, teaching competency or the teacher's major or minor field of study.

B. It is specifically understood, with the approval of the Board, that the Superintendent reserves the right to modify or change any assignment of classes, or schedules, whenever it may be necessary and advisable for the best interests of the Kenilworth school system. Teachers involved will be informed of the reasons and the need for the change. The Superintendent's decision shall be final and not subject to any grievance procedure.

C. All teachers shall be given a written notice of their salary schedule and/or any change in grade or subject assignment for the following year no later than June 15th of the current school year, except in cases of emergency. If an assignment is changed after June 15th, a notice shall be given or sent to the teacher involved within three (3) business days of the change.

D. Except as provided in Article IV, H, and subject to the provisions of N.J.S.A. 34:13A1 et seq., nothing herein provided shall be construed to conflict with the Board's right to require teachers to perform non-teaching duties assigned by the administration.

ARTICLE XII

VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. A teacher who desires a change in assignment within his/her certification and believes it would enhance his/her value to the school system or contribute a greater sense of personal and professional achievement should notify his/her Principal and Supervisor, in writing, with a copy to the Superintendent, of his/her desire to make a change no later than April 1st of each school year.

B. The Superintendent shall acknowledge the employee's request for transfer or reassignment within fifteen (15) calendar days of receipt of said request. In the event the request for transfer or reassignment is denied, the applicant shall be notified within ten (10) calendar days after such denial. Upon request of the teacher, the Superintendent shall state the reason or reasons for such denial. However, the decision of the Superintendent shall be final and binding upon the employee and shall not be subject to the grievance procedure.

ARTICLE XIII

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Notice of an involuntary transfer or reassignment shall be given to each teacher involved as soon as possible, and except in cases of emergency, not later than June 15th.

B. An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the Principal and Supervisor, at which time the teacher shall be notified of the reasons therefor. In the event that the teacher objects to the transfer or reassignment at this meeting, upon request of the teacher, the Superintendent shall meet with him or her. The teacher may, at his/her request, have an Association representative present at the meeting.

C. Except in cases of emergency, the Superintendent shall notify the staff of all vacancies which occur or the creation of any new positions by posting notice of same on a bulletin board in the school. The Association shall also be notified by sending a copy of the posted notice to the Association President. Except in cases of emergency, no vacancy, reassignment or involuntary transfer shall take place for at least two (2) weeks after posting of notice to allow volunteers time to apply for the position. If someone shall apply or volunteer to fill the vacancy or take the assignment, the Superintendent shall, in his sole discretion, determine whether or not the volunteer may fill said vacancy or be given the assignment. The Superintendent need not give the reason for his decision. The decision of the Superintendent shall not be the subject of

an appeal or grievance beyond the level of the Board of Education notwithstanding any language to the contrary contained herein.

ARTICLE XIV

SICK AND TERMINAL LEAVE

A. All teachers employed shall be entitled to fifteen (15) days sick leave each school year as of the first official day of said school year, whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

B. Terminal leave compensation will be approved for all teachers who submit their form to the State Pension and Annuity Fund for retirement purposes and who have twelve (12) years' service in the Kenilworth school system.

1. The formula for calculating terminal leave compensation shall be as follows:

(a) One half (1/2) day's pay for each accumulated sick day. A day's pay is defined as one three-hundredths (1/300) of the member's final annual salary.

Tier I: Employees whose first day of employment was prior to July 1, 2001 and with twelve (12) years of service as of July 1, 2000, shall receive a maximum payment of 50% of the employee's final annual salary.

Tier II: Employees whose first day of employment was prior to July 1, 2001 and with less than twelve (12) years of service as of July 1, 2000, shall receive a maximum payment of 40% of the employee's final annual salary.

Tier III: Employees whose first day of employment is on or after July 1, 2001 and with twelve (12) years of service shall receive a maximum payment of \$20,000.

Effective July 1, 2013, the aforementioned language for Tiers I through III shall be replaced by the following:

Tier I: Employees whose first day of employment was prior to July 1, 2001 and with twelve (12) years of service as of July 1, 2000, shall receive a maximum payment of \$50,000.

Tier II: Employees whose first day of employment was prior to July 1, 2001 and with less than twelve (12) years of service as of July 1, 2000, shall receive a maximum payment of \$40,000.

Tier III: Employees whose first day of employment is on or after July 1, 2001 and with twelve (12) years of service shall receive a maximum payment of \$20,000.

In order to provide timely budget planning, whenever possible, an employee who will be retiring on or before the end of a contract year will be expected to give the Board notice of the pending retirement by the preceding January 1. Such terminal leave shall be paid within thirty (30) days of the employee's retirement date.

(b) The estate of the teacher who dies during the duration of this contract after twelve (12) years of service in Kenilworth, shall receive terminal leave pay for sick days accumulated, computed on the same basis as paragraph (a).

(c) Sick leave is hereby defined to mean the absence from his/her post of duty of any person because of personal disability due to illness or injury, or because he/she has been excluded from school by the school district's medical authorities on account of any contagious disease.

(d) Absences in excess of the annual allowance shall be charged to the employee's accumulated leave, if any.

(e) When absence, under the circumstances described under section (c) above, exceeds annual sick leave and the accumulated sick leave, the Board of Education may pay such person each day's salary less the pay of a substitute, if a substitute is employed or the estimated cost of the employment of a substitute if none is employed, for such length of time as may be determined by the Board of Education in each individual case. For that purpose, a day's salary is defined as one two-hundred (1/200) of the annual salary.

(f) Each teacher assigned to the High School or Middle School must notify the district of his/her illness by 6:30 a.m. and each teacher assigned to the Elementary School must notify the office secretary of his/her illness by 7:00 a.m. if he/she will be absent for that day or any succeeding days.

(g) In all cases of personal illness, a doctor's certificate is required after five (5) days of continuous illness.

(h) In the case of frequent or intermittent illness, the Board or Superintendent may require the employee to submit a certificate of illness signed by the attending doctor, or submit to an examination or series of examinations by the school doctor.

(i) In the case of pregnancy, the terms and procedures of Article XVI of this Agreement shall be controlling.

(j) Five (5) of the fifteen (15) days designated as sick days each year may be used for family illness days, if necessary, otherwise, they remain as personal sick days.

ARTICLE XV

TEMPORARY LEAVE OF ABSENCE

A. Absence for personal reasons as set forth in the following categories 1, 2 and 3, shall be requested in writing at least one (1) working day in advance to the Principal, except in cases of emergency. Absences for personal reasons as set forth in the following categories 4, 5, 6 and 7, shall be requested in writing at least one (1) week (7 days) in advance to the Principal. Such requests must state the reasons the personal leave will be used for. Two (2) personal leave days requested under category 8 shall be approved without the necessity of being submitted in writing or being submitted at least one week (7 days) in advance. An employee may be allowed one (1) personal day per category, with a maximum of three (3) days each school year, unless otherwise provided in this Agreement, subject to the approval of the Superintendent. Personal leave will not be granted before or after a holiday or school vacation unless the leave is for religious observance or an emergency. Personal days may not be continuous in nature when requested. No more than 5% of the staff may receive the same day off for personal leave except in cases of emergency.

No deductions shall be made from teachers' salaries when requests are granted for absences for personal reasons as set forth in the following categories:

Categories:

1. Death of parent, de facto parent, spouse, or child, not to exceed five (5) consecutive school days in any one instance;
2. Death of brother, sister, mother-in-law, father-in-law, grandparents, grandchild, daughter-in-law, and son-in-law, not to exceed four (4) consecutive school days in any one instance;
3. Death in the employee's non-immediate family (nephew, niece, aunt, uncle, cousin, brother-in-law and sister-in-law) not to exceed the day of the funeral;
4. For serious illness of a member of the immediate family (mother, father, spouse, sister, brother, son-in-law, daughter-in-law, son or daughter);
5. Court Order. Absence by reason of subpoena by any court, providing the employee is not a party of the suit and upon the presentation of proper written evidence to the Superintendent;
6. In observance of religious holidays;
7. Graduation (day of graduation);
8. Personal business (one day per request; not to be consecutive). Two requests not subject to the approval of the Superintendent.

B. Professional Days. Each teacher, with the approval of the Superintendent, may request permission to observe other schools at the same grade level during the school year. A maximum of two (2) days may be used for this purpose without deduction in pay. A written report of the observation shall be filed with the Superintendent.

C. Military Leave for Training Purposes. Leave for military purposes shall be granted only after the Board has been satisfied that it is not possible for the staff member to carry out his normal military responsibilities on non-school time, and after representations have been made to the Armed Services to alter the time required duties so that it shall not conflict with the school duties. The Board shall supplement pay received from the government to equal the regular salary for the period served.

D. Jury Duty. Teachers shall make a reasonable attempt to be excused from jury duty. Within forty-eight (48) hours of being notified of jury duty, a teacher shall submit a written request to the appropriate court to be excused from jury duty and notify the Building Principal of having received notice of jury duty. If a teacher is required to attend jury duty during normal work year, the Board of Education will continue to provide full salary less any jury stipend.

Article XVI

EXTENDED LEAVES OF ABSENCE

A. Disability Leaves

To promote equality among all teachers, the policy regarding employees who become pregnant while employed under the terms of this contract are as follows:

1. An employee who anticipates a disability leave shall notify the Superintendent, in writing, of the anticipated commencement of the disability leave at least two (2) months prior to the commencement of the disability leave. In the case of pregnancy, the employee shall inform the Superintendent of the anticipated delivery date. The Board shall not remove any teacher from her regular teaching duties during her pregnancy inconsistent with the terms set forth herein unless, as provided by a physician's certification, her teaching performance has declined or her health would be impaired if she continued teaching.

2. As provided by a physician's certification, the Board shall grant sick leave as set forth herein because of disability due to pregnancy to every pregnant teacher upon the written request of said pregnant teacher. The Board shall also grant sick leave as set forth herein because of disability due to pregnancy to every teacher upon the recommendation of the Superintendent and a supporting physician's certification.

3. When the Board approves any sick leave because of disability due to pregnancy, it shall do so by resolution designating the term of the leave, the beginning date of the leave and the return date for the teacher to return to work.

4. Sick leave for disability due to pregnancy shall normally be for a period of four (4) weeks immediately prior to the expected date of delivery and the four (4) weeks following the termination of the pregnancy. It may be granted for such other period of time as may be necessary for the teacher's physical health and safety upon written certification from the teacher's attending physician.

5. Sick leave due to pregnancy may extend for such period as may be required, but in no case shall the leave of absence extend for more than one hundred eighty (180) calendar days or the total number of sick leave and accumulated sick leave days the teacher may have, whichever is longer, subject to a physician's certification. In a case of sick leave extending more than four (4) weeks before or four (4) weeks after the termination of the pregnancy, the Board and the Superintendent, at such time and every six (6) calendar weeks thereafter, may require the employee to submit an updated certificate of physical disability signed by the attending physician or to submit to an examination or series of examinations by the school doctor or such other doctor as the Board may designate.

6. The Board shall grant leave without pay except that the teacher may use her sick leave and accumulated sick leave, if any, and receive full pay and benefits for the period so covered by her said leave, as provided by a physician's certification. The time of such leave in excess of sick leave and accumulated sick leave days used shall not count as teaching time for salary purposes. A tenured teacher may, at the Board's discretion, be paid the difference between her salary and a substitute's pay for excess days not covered by her accumulated sick leave days. The Board's decision shall be final with respect to this determination.

7. Upon return from sick leave because of disability due to pregnancy, the teacher shall be reinstated to a teaching position for which she is certified. Failure of the teacher to report to work on the designated return date shall automatically terminate the teacher's employment.

B. Family Leave of Absence

1. Where foreseeable, a request for a family leave of absence shall be submitted to the Superintendent at least two (2) months prior to the commencement of the leave. The request shall specify the date on which the leave commences and the date on which the leave terminates. In the case of a family leave due to pregnancy, the request shall specify the anticipated delivery date. The Board shall not remove any tenured teacher from her regular teaching duties during her pregnancy, or a non-tenured teacher during those months of her pregnancy which occur during the school year for which she is contracted, unless, as provided by a physician's certification, her teaching performance has declined or her health would be impaired if she continued teaching.

2. The Board shall grant a family leave of absence due to pregnancy to any teacher wishing to return within a school year, provided she indicated this in her request for family leave.

3. When the Board approves a family leave of absence due to pregnancy, it shall do so by resolution designating the term of the leave and a return date for the employee to return to work.

4. The Board shall grant the leave without pay. The time of such leaves shall not count as teaching time for salary purposes unless the employee works at least 90

days in the school year in which the leave commences or terminates.

5. Upon return from family leave due to pregnancy, the teacher shall be reinstated to a teaching position for which she is certified.

6. Adoption. Any teacher adopting an infant child shall receive similar leave which shall commence upon her receiving de facto custody of such infant or earlier, if necessary, to fulfill the requirements for adoption.

C. Child Care Leaves of Absence

1. A request for contractual child care leave of absence shall be submitted to the Superintendent at least two (2) months prior to the commencement of the leave. The request shall specify the date on which the leave commences and the date on which the leave terminates.

2. The Board shall grant a contractual child care leave of absence to any tenured teacher for a period of one (1) school year following the year in which the family leave of absence due to pregnancy commences.

3. When the Board approves any contractual child care leave of absence it shall do so by resolution designating the term of the leave and a return date for the employee to return to work.

4. The Board shall grant the leave without pay. The time of such leaves shall not count as teaching time for salary purposes.

5. An employee on a contractual child care leave must notify in writing, the Superintendent, on or before April 1st of the year immediately preceding the return date set forth in the leave that she is returning to work as scheduled. Failure to give such written notice shall automatically terminate the employee's employment on the aforesaid

April 1st.

ARTICLE XVII
INSURANCE

A. As of the beginning of each school year, the Board shall provide yearly health care insurance protection as designated.

1. Effective July 1, 2010, insurance coverage for all full-time employees of the Board and their families shall be provided by the Board under a PPO plan that provides coverage that is equal to or better than the current provider's PPO policy.

Effective July 1, 2010, all employees shall contribute 2.5% of their base salary towards the cost of their health insurance for the 2010-2011 school year. Effective July 1, 2011, all employees shall contribute 1.5% of their base salary, each year, towards the cost of their health insurance. The contribution shall be deducted through payroll deduction and shall include pre-tax dollars. For the 2010-2011 school year, co-pays shall increase to \$10.00 per visit. Effective the 2011-2012 school year, co-pays shall increase to \$15.00 per visit.

B. The Board shall provide a dental plan under the current provider or under a different carrier and policy that provides coverage that is equal to or better in all aspects to the current provider's policy. Maximum dental coverage will be \$2,500 and orthodontia will be \$3,000.

C. Health care insurance shall include medical treatment insurance, hospitalization insurance, diagnostic x-ray insurance, major medical insurance, dental insurance, and any other insurance pertaining to health care. Notwithstanding anything in this Agreement to the contrary, during the term of this Agreement the Board may

make changes in health insurance coverage of employees consistent with economic needs of the school district.

D. New employees whose first day of employment is on or after July 1, 2001, shall be enrolled in PPO. Current employees who transfer from traditional to PPO shall receive a one time payment of 25% of the difference in the premium cost between the coverages. Any employee who waives medical coverage shall receive 25% of the premium for the waived coverage on an annual basis.

E. 1. The Board agrees to provide a Long Term Disability Plan as is more fully described in the plan document on file in the Business Administrator's Office.

2. The Board shall have the right to provide a long-term disability plan from a provider of its choice with a benefit level similar to the current plan provided by Union Mutual Group.

F. The Board agrees to provide "a Vision Care Plan" as offered by the current provider or under a different carrier and policy that provides coverage that is equal to or better in all respect to the Plan of the current provider. The Vision Care Plan shall provide for \$200 for contact lenses in lieu of glasses at eight (8) boxes per year.

G. The above insurance coverage shall be provided to all unit members working an average of twenty five (25) hours or more per week.

H. Effective July 1, 2001, the Board shall implement a Section 125 Plan.

I. Employees receiving insurance coverage must provide written verification to the Superintendent two (2) times annually for all dependents up to the age of twenty three (23) years.

ARTICLE XVIII

PROFESSIONAL DEVELOPMENT AND EDUCATION IMPROVEMENT

A. In order to encourage professional staff members to take courses which will improve their effectiveness and their value to the classroom, the Board will pay tuition charges, subject to the following limitations:

1. The courses must be related to the teacher's present or probable assignment and must be approved in advance by the Superintendent. However, the latter restriction may be relaxed at the Superintendent's or his/her designee's discretion.

2. The recipient must have two (2) years of teaching experience in Kenilworth before he/she is eligible for reimbursement for courses as hereinafter provided.

3. Teachers requesting approval of college courses for reimbursement must follow the procedures outlined below:

(a) Courses for MA Degree or equivalency courses for salary guide purposes must be in the teacher's present field of teaching.

(b) Courses for MA Degree or equivalency courses for salary guide purposes must be taken at an accredited university, college or program. No more than one third (1/3) of the masters program may be conducted on-line, and at least two thirds (2/3) of the program must be site based. A matriculated program that provides for more than one third (1/3) of the masters program online will be reviewed on a case by case basis by the Superintendent.

(c) Courses will not be approved in the following categories:

(1) MA Degree in administration and supervision.

(2) Courses for certification in other areas of teaching that are not required for present teaching assignment.

(3) Equivalency courses primarily for salary guide purposes, without teaching improvement in the classroom.

(4) No reimbursement shall be made for courses taken to complete full certification as required by the State Department of Education.

(5) The Board will not reimburse for more than twelve (12) credits per year at 85% of the per credit rate charged by Rutgers University. A year will start July 1 of one year to June 30 of the following year. The total amount of funds available shall be capped at \$65,000.00 annually.

(6) A teacher who expects to be reimbursed must obtain a final grade average of B or better, for each course which reimbursement is sought and shall submit his/her final grade or grades, tuition course and receipt of payment to college or university.

(7) Teachers must outline the number of courses they plan on taking in the following school year by December 1st if they seek reimbursement according to this Article.

B. Any employee seeking or requesting placement at the MA or six year level on the salary guide for salary guide purposes must so notify the Superintendent annually, in writing, not later than October 31st. Annual notice must be given to the Superintendent as of the time the employee begins a program to attain the MA or six

year level on the salary guide. Failure to comply with this notice requirement shall result in said employee being precluded from placement at the MA or sixth year level for salary purposes until such time as any resulting salary increase to said employee is included in the school budget.

C.1. Teachers who are required to attend conferences and seminars when schools are not in session shall be compensated their per diem rate of pay (1/200th) of their annual salaries and the Board shall pay the Seminar/Conference fee.

C.2. Teachers who request permission to attend conferences and seminars when schools are not in session, and whose request is granted by the Superintendent or Designee, shall only be entitled to have the Board pay for the Seminar/Conference fee.

D. An accounting of each teacher's accumulated Professional Development hours shall be maintained as required by Code and as currently maintained for tuition reimbursement. Committee meetings outside the workday shall be compensated at twenty-eight (\$28.00) dollars per hour for the 2010-2011 school year; twenty-nine (\$29.00) dollars per hour for the 2011-2012 school year; and thirty (\$30.00) dollars per hour for the 2012-2013 school year.

E. Procedures for reimbursement for courses taken pursuant to this Article shall be as follows:

1. Teachers shall submit the following to the Superintendent's office:
 - a. Proof of payment including the per credit cost of the course(s).
 - b. An official transcript.
 - c. A completed voucher.

2. Teachers seeking reimbursement pursuant to this Article shall submit all appropriate documentation prior to June 30 of each school year.

3. If the total amount requested by all teachers is below the total amount of funds for that year, reimbursement shall be 100% of the cost up to 85% of per credit rate charged by Rutgers University.

4. If the total amount requested by all teachers exceeds the total amount of funds for that year, the total amount of funds shall be divided by the amount requested to establish the percent to be used for reimbursement.

5. All reimbursements shall be made within thirty (30) days of June 30.

ARTICLE XIX
DEDUCTION FROM SALARY

A. The Board agrees to deduct from the salaries of its teachers, dues for the Kenilworth Education Association, the Union County Educational Association, and New Jersey Education Association, or the National Education Association as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233 New Jersey Public Laws of 1969 (N.J.S.A. 52:14-15.9(e)) and under the rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Kenilworth Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate Association or Associations.

B. Each of the Associations named above shall certify to the Board in writing each current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

C. Agency Shop. A representation fee totaling 85% of the total dues paid by the Association members shall be deducted from all non-members and forwarded to the Association Treasurer in accordance with the procedures set forth in Paragraph A above.

D. The Association hereby agrees that it will indemnify and hold the Board harmless from any claims, actions or proceedings brought by any employee in the negotiations unit which arises from deductions made by the Board in accordance with this provision. Once the representation fee in lieu of dues is remitted to the Association by the Board, disposition thereafter shall be the sole and exclusive obligation and responsibility of the Association.

ARTICLE XX

MISCELLANEOUS

A. Neither of the parties hereto may add nor subtract from the provisions contained in the within Agreement during the duration of same. This Agreement contains the entire understanding between the parties hereto.

B. All of the teachers and other full-time employees covered by this Agreement shall also be subject to and abide by such school policies and regulations adopted by the Board in effect at the time of the signing of this Agreement.

C. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

D. The Board and the Association agree to equally share the expense for one hundred fifty (150) copies of this contract, to be divided equally between both parties.


E. Teachers shall have the right to have school related materials photocopied when necessary; no request for such service shall be unreasonably denied.

ARTICLE XXI

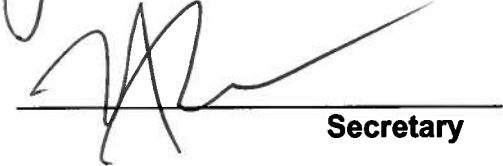
DURATION

The provisions of the Agreement between the Board and the Association shall become effective upon adoption of the contract Agreement by both parties. This Agreement shall have an operation date, July 1, 2010, and shall cover the school years through and including June 30, 2013.

KENILWORTH BOARD OF EDUCATION

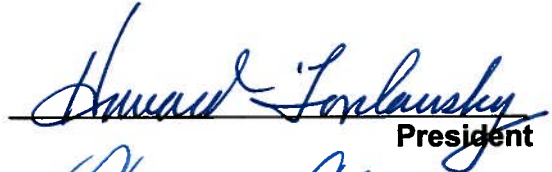


President




Secretary

KENILWORTH EDUCATION ASSOCIATION



President



Secretary

SCHEDULE A

Teachers Salary Guide - 2010-2011

Step	BA	MA	MA+30
1	52,883	60,785	67,961
2	53,183	61,085	68,261
3	53,696	61,597	68,773
4	54,232	62,102	69,308
5	54,791	62,684	69,868
6	55,376	63,290	70,453
7	55,984	63,922	71,061
8	56,619	64,583	71,697
9	57,282	65,271	72,359
10	57,973	65,986	73,050
DD	58,690	66,551	73,769
CC	59,042	67,663	74,410
BB	59,911	68,061	75,872
AA	60,799	69,049	77,377
Z	61,704	70,125	78,934
Y	63,490	73,040	81,996
X	64,230	73,894	82,951
W	65,225	75,037	84,233
V	66,088	76,029	85,241
U	68,348	78,398	88,297
T	71,021	81,130	91,220
S	72,638	82,659	92,233
R	73,825	83,683	92,662
Q	75,497	85,250	93,709
P	77,845	88,067	96,727
O	78,973	88,558	97,267
N	79,561	89,216	97,997
M	80,095	89,817	98,655
L	83,857	93,585	102,408
K	86,794	96,425	105,159
J	88,191	97,605	106,091
I	91,123	100,560	108,792
H	93,464	102,411	110,477
G	97,021	103,908	112,615
F	97,944	106,343	113,703
E	99,652	109,202	117,480
D	102,886	112,450	119,555
C	106,341	115,946	123,007

SCHEDULE B

Teachers Salary Guide - 2011-2012

Step	BA	MA	MA+30
1	54,371	62,273	69,449
2	54,671	62,573	69,749
3	54,971	62,873	70,049
4	55,484	63,385	70,561
5	56,020	63,890	71,096
6	56,579	64,472	71,656
7	57,164	65,078	72,241
8	57,772	65,710	72,849
9	58,407	66,371	73,485
10	59,070	67,059	74,147
EE	59,761	67,774	74,838
DD	60,478	68,339	75,557
CC	60,830	69,451	76,198
BB	61,699	69,849	77,660
AA	62,587	70,837	79,165
Z	63,492	71,913	80,722
Y	65,278	74,828	83,784
X	66,018	75,682	84,739
W	67,013	76,825	86,021
V	67,786	77,817	87,029
U	70,136	80,186	90,085
T	72,809	82,918	93,008
S	74,426	84,447	94,021
R	75,613	85,471	94,450
Q	77,285	87,038	95,497
P	79,633	89,855	98,515
O	80,761	90,346	99,055
N	81,348	91,004	99,785
M	81,883	91,605	100,443
L	85,645	95,373	104,196
K	88,582	98,213	106,947
J	89,979	99,393	107,879
I	92,910	102,348	110,580
H	95,252	104,199	112,265
G	98,809	105,597	114,403
F	99,732	108,131	115,491
E	101,440	110,990	119,268
D	104,674	114,238	121,343
C	108,129	117,734	124,795

SCHEDULE C

Teachers Salary Guide - 2012-2013

Step	BA	MA	MA+30
1	55,904	63,806	70,982
2	56,204	64,106	71,282
3	56,504	64,406	71,582
4	56,804	64,706	71,882
5	57,316	65,218	72,394
6	57,852	65,722	72,929
7	58,412	66,305	73,489
8	58,996	66,910	74,074
9	59,605	67,543	74,682
10	60,240	68,204	75,317
FF	60,903	68,892	75,980
EE	61,594	69,607	76,670
DD	62,311	70,172	77,390
CC	62,663	71,284	78,031
BB	63,532	71,682	79,492
AA	64,420	72,670	80,998
Z	65,325	73,746	82,555
Y	67,110	76,661	85,617
X	67,850	77,515	86,572
W	68,846	78,658	87,854
V	69,709	79,650	88,862
U	71,969	82,019	91,917
T	74,642	84,750	94,841
S	76,258	86,280	95,853
R	77,445	87,304	96,283
Q	79,118	88,871	97,329
P	81,465	91,688	100,348
O	82,594	92,179	100,888
N	83,181	92,837	101,618
M	83,715	93,437	102,276
L	87,478	97,205	106,028
K	90,415	100,045	108,780
J	91,812	101,225	109,711
I	94,743	104,180	112,413
H	97,084	106,031	114,097
G	100,642	107,430	116,235
F	101,565	109,963	117,324
E	103,272	112,823	121,101
D	106,507	116,070	123,176
C	109,961	119,567	126,628

SCHEDULE D

Classroom Instructional Aides

Step	2010-2011	2011-2012	2012-2013
1	\$22,507	\$23,374	\$24,262
2	\$22,814	\$23,681	\$24,569
3	\$23,135	\$24,002	\$24,890
4	\$23,469	\$24,336	\$25,224
5	\$24,770	\$25,637	\$26,525
6	\$25,258	\$26,125	\$27,013
7	\$25,767	\$26,634	\$27,522
8	\$26,299	\$27,166	\$28,054
9	\$26,855	\$27,722	\$28,610
10	\$27,431	\$28,298	\$29,186
11	\$28,032	\$28,899	\$29,787
12	\$28,656	\$29,523	\$30,411
13	\$29,300	\$30,167	\$31,055
14	\$30,362	\$31,229	\$32,117
15	\$31,338	\$32,205	\$33,093
16	\$32,347	\$33,214	\$34,102
17	\$33,667	\$34,534	\$35,422
18	\$34,667	\$35,534	\$36,422

SCHEDULE E
ELEMENTARY SCHOOL
EXTRACURRICULAR ACTIVITIES

Program/Advisor	2010-2011	2011-2012	2012-2013
Student Council	\$ 2,089	\$ 1,951	\$ 2,000
Yearbook	\$ 1,984	\$ 2,005	\$ 2,055
Computer Lab Coordinator	\$ 2,335	\$ 1,845	\$ 1,891
Newspaper	\$ 1,999	\$ 1,743	\$ 1,787
Chorus Director	\$ 2,600	\$ 2,665	\$ 2,732
Family Math	\$ 2,170	\$ 755	\$ 774
Family Science	\$ 2,170	\$ 755	\$ 774
Games & Physical Education	\$ 1,764	\$ 1,808	\$ 1,853
STAY Program (per course)	\$ 653	\$ 669	\$ 686
I&RS Facilitator	\$ 737	\$ 1,040	\$ 1,066
Play Director/Producer	\$ 653	\$ 1,190	\$ 1,220
PLC Coordinator	\$ 737	\$ 755	\$ 774
NJASK Facilitator	\$ 612	\$ 627	\$ 643
Peer Mediation	\$ 547	\$ 561	\$ 575

SCHEDULE F
MIDDLE SCHOOL
EXTRACURRICULAR ACTIVITIES

Program/Advisor	2010-2011	2011-2012	2012-2013
Soccer	\$ 3,577	\$ 3,666	\$ 3,758
Gymnastics	\$ 3,374	\$ 3,458	\$ 3,545
Basketball	\$ 3,735	\$ 3,828	\$ 3,924
Wrestling	\$ 4,032	\$ 4,133	\$ 4,236
Baseball	\$ 3,754	\$ 3,848	\$ 3,944
Softball	\$ 3,754	\$ 3,848	\$ 3,944
Cheerleading	\$ 2,199	\$ 2,254	\$ 2,310
Drill Team	\$ 2,199	\$ 2,254	\$ 2,310
Intramurals	\$ 1,568	\$ 1,607	\$ 1,647
Student Council	\$ 2,692	\$ 1,951	\$ 2,000
Yearbook	\$ 1,927	\$ 2,005	\$ 2,055
Newspaper	\$ 1,999	\$ 1,743	\$ 1,787
Chorus Director	\$ 2,527	\$ 1,948	\$ 1,997
Band Director	\$ 2,527	\$ 1,948	\$ 1,997
Play Director/Producer	\$ 1,741	\$ 1,785	\$ 1,829
Family Math	\$ 2,170	\$ 755	\$ 774
Family Science	\$ 2,170	\$ 755	\$ 774
Family Tools and Technology	\$ 2,170	\$ 755	\$ 774
7 th Grade	\$ 530	\$ 543	\$ 557
8 th Grade	\$ 636	\$ 652	\$ 668
National Junior Honor Society	\$ 583	\$ 598	\$ 613
STAR Program Coordinator	\$ 371	\$ 380	\$ 390
PLC Coordinator	\$ 737	\$ 755	\$ 774
I&RS Facilitator	\$ 737	\$ 755	\$ 774
NJASK Instructor	\$ 612	\$ 627	\$ 643
STAY Program (per course)	\$ 653	\$ 669	\$ 686
Peer Mediation	\$ 547	\$ 561	\$ 575
Peer Leadership	\$ 547	\$ 561	\$ 575
Peer Tutoring	\$ 547	\$ 561	\$ 575
Bruins That Care	\$ 547	\$ 561	\$ 575
Saturday School (hourly)	\$ 54	\$ 55	\$ 57
Central Detention (hourly)	\$ 34	\$ 35	\$ 36
Computer (hourly)	\$ 34	\$ 35	\$ 36

SCHEDULE G
HIGH SCHOOL
EXTRACURRICULAR ACTIVITIES

Program/Advisor	2010-2011	2011-2012	2012-2013
H.S. Band and Ensemble Director	\$ 5,232	\$ 5,363	\$ 5,497
Drama Director/Producer	\$ 4,126	\$ 4,229	\$ 4,335
Musical Director/Producer	\$ 3,599	\$ 3,689	\$ 3,781
Assistant Director (Musical or Drama)	\$ 2,482	\$ 2,544	\$ 2,608
Chamber Singers Director	\$ 1,666	\$ 1,948	\$ 1,997
Color Guard	\$ 1,666	\$ 1,708	\$ 1,750
Virtual High School Coordinator	\$ 5,922	\$ 6,070	\$ 6,222
Yearbook	\$ 3,870	\$ 3,967	\$ 4,066
Newspaper	\$ 3,870	\$ 3,967	\$ 4,066
Forensics (Debate) Coach	\$ 2,133	\$ 2,186	\$ 2,241
Literary Magazine	\$ 1,415	\$ 1,450	\$ 1,487
Freshman Class	\$ 705	\$ 723	\$ 741
Sophomore Class	\$ 861	\$ 883	\$ 905
Junior Class	\$ 1,317	\$ 1,350	\$ 1,384
Senior Class	\$ 1,564	\$ 1,603	\$ 1,643
Student Council	\$ 927	\$ 951	\$2,000
Peer Leadership	\$ 547	\$ 561	\$ 575
Peer Mediation	\$ 547	\$ 561	\$ 575
Peer Tutoring	\$ 547	\$ 561	\$ 575
Student Assistance Counselor	\$ 547	\$ 561	\$ 575
Bears That Care	\$ 547	\$ 561	\$ 575
National Honor Society	\$737	\$ 755	\$ 774
PLC Coordinator	\$737	\$ 755	\$ 774
I&RS Facilitator	\$737	\$755	\$774
PSLP Coordinator	\$ 1,015	\$ 1,040	\$ 1,066
PSLP Team Leader	\$ 737	\$ 755	\$ 774
Lead Teachers	\$ 1,015	\$1,040	\$ 1,066
Art Show Coordinator	\$737	\$ 755	\$ 774
Central Detention (hourly)	\$ 34	\$ 35	\$ 36
Computer Lab Monitor (hourly)	\$ 34	\$ 35	\$ 36
Chaperones AM Patrol/Breakfast	\$ 21	\$ 22	\$ 22
Saturday School (hourly)	\$ 54	\$ 55	\$ 57

SCHEDULE G
HIGH SCHOOL
EXTRACURRICULAR ACTIVITIES
(continued)

	2010-2011	2011-2012	2012-2013
Head Football Coach	\$ 9,980	\$10,230	\$10,485
Assistant Football Coach	\$ 7,097	\$ 7,274	\$ 7,465
Head Soccer Coach	\$ 7,172	\$ 7,351	\$ 7,535
Assistant Soccer Coach	\$ 4,858	\$ 4,979	\$ 5,104
Head Gymnastics Coach	\$ 7,172	\$ 7,351	\$ 7,535
Assistant Gymnastics Coach	\$ 4,858	\$ 4,979	\$ 5,104
Fall Cheerleading Coach	\$ 2,717	\$ 2,785	\$ 2,855
Head Cross Country Coach	\$ 6,431	\$ 6,592	\$ 6,757
Head Basketball Coach	\$ 8,826	\$ 9,047	\$ 9,273
Assistant Basketball Coach	\$ 6,019	\$ 6,169	\$ 6,324
Head Wrestling Coach	\$ 8,826	\$ 9,047	\$ 9,273
Assistant Wrestling Coach	\$ 6,019	\$ 6,169	\$ 6,324
Head Indoor Track Coach	\$ 6,431	\$ 6,592	\$ 6,757
Assistant Indoor Track Coach	\$ 4,126	\$ 4,229	\$ 4,335
Bowling Coach	\$ 3,213	\$ 3,293	\$ 3,376
Winter Cheerleading Coach	\$ 3,466	\$ 3,553	\$ 3,641
Head Baseball Coach	\$ 7,172	\$ 7,351	\$ 7,535
JV Baseball Coach	\$ 4,858	\$ 4,979	\$ 5,104
Head Softball Coach	\$ 7,172	\$ 7,351	\$ 7,535
JV Softball Coach	\$ 4,858	\$ 4,979	\$ 5,104
Head Track Coach	\$ 8,826	\$ 9,047	\$ 9,273
Assistant Track Coach	\$ 5,444	\$ 5,580	\$ 5,720
Golf Coach	\$ 3,213	\$ 3,293	\$ 3,376
Intramurals Coach	\$ 1,894	\$ 1,941	\$ 1,990
Athletic Trainer (per season)	\$ 6,431	\$ 6,592	\$ 6,757
Competition Cheerleading	\$ 2,717	\$ 2,785	\$ 2,855
Bus Driver (CDL) (per trip)	\$ 33	\$ 34	\$ 35
Head Tennis Coach	\$ 5,196	\$ 5,326	\$ 5,459
Assistant Tennis Coach	\$ 2,801	\$ 2,871	\$ 2,943
Volleyball Coach	\$ 5,196	\$ 5,326	\$ 5,459
Assistant Volleyball Coach	\$ 2,801	\$ 2,871	\$ 2,943

SCHEDULE G
HIGH SCHOOL
EXTRACURRICULAR ACTIVITIES
(continued)

2010-2011 2011-2012 2012-2013

Other Stipends All Sports:

Site Supervisor	\$ 106	\$ 109	\$ 111
Ticket Taker/Seller	\$ 60	\$ 62	\$ 63
Cameraman	\$ 79	\$ 81	\$ 83
Timer	\$ 71	\$ 73	\$ 75
Announcer	\$ 77	\$ 79	\$ 81
Chaperone (hourly)	\$ 20	\$ 21	\$ 22

SCHEDULE H - STIPENDS

The stipends for the following positions shall be:

	<u>2010-11</u>	<u>2011-12</u>	<u>2012-13</u>
Summer School	\$ 3,009	\$ 3,084	\$ 3,161
Classroom coverage during Prep Time (per period)	\$ 35.00	\$ 36.00	\$ 37.00
Curriculum writing (per hour)	\$ 35.00	\$ 36.00	\$ 37.00
Home Instruction (per hour)	\$ 35.00	\$ 36.00	\$ 37.00
Induction (per hour)	\$ 35.00	\$ 36.00	\$ 37.00

Summer Work:

Child Study Team shall be paid \$425.00 per case for work completed over the summer.
The Child Study Team member assigned as case manager will be paid \$625 per case.

All guidance counselors shall be paid \$240.00 per diem for days of work completed over the summer.

The formula for determining the salary for employees working less than full time shall be as follows:

Part-time employees' minutes of work per week/2080 x annual rate of pay.

Part-time employees' hours of work shall include actual teaching time plus the time spent by the full-time teachers before and after students are present.

Extended Leave of Absence Step by Step Guide

1. A pregnancy related leave of absence may potentially fall under a variety of different leave categories, including pre-birth disability leave, post-birth disability leave, family leave of absence under the Family Medical Leave Act (FMLA) for the care of the pregnant individual or the care of the child, family leave of absence under the New Jersey Family Leave Act (NJ FLA) for the care of the child, and contractual child care leave of absence under the Collective Bargaining Agreement (CBA) between the Kenilworth Board of Education and the Kenilworth Education Association. Depending upon the kind of leave taken and the specific reason for the leave (care of the pregnant individual versus care of the child) some leaves may run concurrent to one another. Health benefits shall continue to be provided to teachers who are on pre- and post-birth disability leaves, FMLA leave and NJ FLA leave.
2. In the case of pregnancy, employees are entitled by law to pre-birth disability leave. Pre-birth disability leave generally consists of up to 4 weeks of leave immediately prior to the birth of the child, or a longer period of time as certified by the teacher's treating physician. Any time taken during pre-birth disability will run concurrently with the teacher's entitlement to up to 12 weeks of leave for the care of herself under the Family Medical Leave Act (FMLA).
3. The purpose of the pre-birth disability leave is for the teacher to care for herself during a period of disability. If a teacher wishes to take a pre-birth disability leave, pursuant to the CBA she must notify the Superintendent, in writing, of the anticipated commencement of her pre-birth disability leave at least two (2) months prior to the commencement of the leave. The teacher must also inform the Superintendent of the anticipated delivery date of the child.
4. The Board has the right to request a statement from the teacher's treating physician certifying the teacher's disability as the reason for the pre-birth disability leave. Again, pre-birth disability leaves generally extend for up to 4 weeks immediately prior to the birth of the child, but may extend for a longer period of time if the teacher's physician certifies such a time period.
5. During the period of pre-birth disability, the teacher may choose to "cash in" accumulated unused sick days in order to receive salary during this period of time. Teachers are not required to "cash in" accumulated unused sick days during the period of pre-birth disability. However, if a teacher wishes to use accumulated unused sick days during the period of pre-birth disability, she must advise the Superintendent of this request in her letter setting forth her pre-birth disability leave start date and the anticipated delivery date of the child.

6. All time taken for pre-birth disability counts towards the teacher's entitlement of up to 12 weeks of leave under the FMLA. Health benefits shall continue during pre-birth disability leave.
7. After the birth of the baby the teacher is entitled to take leave for post-birth disability. Generally, she shall be entitled to up to 4 weeks of leave, however a doctor may certify a longer period of time. During post birth disability leave the teacher may choose to "cash in" accumulated unused sick days to receive salary. All time taken under post-birth disability counts as part of the up to 12 weeks of leave under the FMLA. Health benefits shall continue during post-birth disability leave.
8. When the teacher is no longer disabled following the birth of the child, meaning the time period under the doctor's certification runs out, the teacher is entitled to use the remaining time under the FMLA for a leave connected to the care of the child. Since leave for the care of a child falls under both the FMLA and the NJ FLA, this leave shall run concurrently. The teacher is entitled to up to 12 weeks of leave under the NJ FLA and any remaining time under the FMLA. Again, leave taken for the care of the child under the FMLA and the NJ FLA shall run concurrently. Health benefits shall continue during leave taken under the FMLA and/or the NJ FLA
9. While the teacher is on a leave related to the care of the child under the FMLA or the NJ FLA, she is not entitled to use any accumulated unused sick days in order to receive salary.
10. If a teacher wishes to take an additional leave following the expiration of her leave under the FMLA and NJ FLA, she may request a contractual child care leave of absence in accordance with the terms of the CBA. Written requests for contractual child care leaves of absence must be submitted to the Superintendent at least 2 months prior to commencement of the leave. In other words, if a teacher wishes to take a contractual child care lave of absence, prior to the expiration of the teacher's FMLA or NJ FLA leave she must request same. The request must specify the date on which the leave commences and terminates.
11. Pursuant to the terms of the CBA, contractual child care leaves of absence shall be granted to any tenured teacher for a period of one school year following the year in which the family leave of absence due to pregnancy began. Contractual child care leaves of absence are without pay and without health benefits.

SIDE BAR AGREEMENT
KENILWORTH BOARD OF EDUCATION (BOARD)
And
KENILWORTH EDUCATION ASSOCIATION (ASSOCIATION)

This Side Bar Agreement is made this _____ day of _____ 2011, between the Board and the Association.

WHEREAS, the Board and the Association are parties to a Collective Bargaining Agreement ("CBA") for the period July 1, 2010 through June 30, 2013; and

WHEREAS, the parties negotiated and reached an agreement to include modified stipend amounts on Schedules E through I of the CBA;

NOW, THEREFORE, IT IS AGREED, as follows:

A. This Side Bar Agreement shall be filed in the Kenilworth Board of Education Business Office.

B. The Board and the Association hereby agree to modify the language of the 2010-2013 CBA to reflect the attached stipend amounts on Schedules E through I of the CBA.

C. The parties agree that upon execution of this Side Bar Agreement, the language herein shall be included in the CBA effective July 1, 2010 through June 30, 2013.

D. This Agreement shall not create past practice and is not precedent setting.

E. The terms and conditions of this Agreement represent a full and final settlement of the aforementioned grievance(s).

F. This Agreement contains the entire Agreement and understanding between the parties.

G. If a specific clause of this Agreement is determined to be illegal or in violation of any Federal or State law, the remainder of the Agreement shall not be affected by such a ruling and shall remain in full force and effect.

H. The parties shall be bound by the terms and conditions of this Agreement.

I. The parties have entered into this Agreement freely and voluntarily.

IN WITNESS WHEREOF, the parties hereunder set their hands and seals to this Agreement effective on the _____ day of _____, 2011.

KENILWORTH BOARD OF EDUCATION

KENILWORTH EDUCATION ASSOCIATION

By: *Jerry J. Lavigne*

By: *Howard S. Lasky*

Dated: 4-11-2011

Dated:

[Signature]
Witness

Lorraine Davidson
Witness