

**AGREEMENT**  
**BETWEEN**  
**KENILWORTH BOARD OF EDUCATION**  
**AND**  
**KENILWORTH PRINCIPALS AND SUPERVISORS**  
**ASSOCIATION**

**July 1, 2009 through June 30, 2012**

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## **RECOGNITION**

### **A. Unit Membership**

In accordance with Chapter 123, Public Laws of 1974, the Board recognizes the Kenilworth Principals and Supervisors Association, hereinafter known as the Association, as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all certified and non-certified personnel, whether under contract, on leave, on a per diem basis, employed by the Board of Education, hereinafter known as the Board, including only:

Principals, Assistant Principals, Supervisor of Mathematics and Science, Supervisor of Special Services, Supervisor of Athletics Physical Education and Health Education, Supervisor of Curriculum Instruction and Technology, and Supervisor of Guidance and Assessment.

### **B. Definitions**

For purposes of clarity, terms crucial to the interpretation of this contract are listed below:

1. Employee - When used hereinafter in this Agreement, this term shall refer to all professional supervisory employees represented by the Association in the negotiating unit as above defined, and references to males shall include females.

## ARTICLE II

### NEGOTIATION PROCEDURE

#### A. Deadline Dates

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment of supervisory personnel. Negotiations shall begin no later than October 1 of the final year of the contract.

Negotiations shall commence with a meeting at a mutually satisfactory place within fifteen (15) days after receipt of a proposal, unless the Board and the Association mutually agree to an extension of time.

#### B. Negotiating Team Authority

Neither party in all negotiations shall have control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make counter proposals in the course of negotiations. However, no proposal or counterproposal shall have any binding legal effect on either party until formal Board and Association approval and ratification.

#### C. Maintaining Current Benefits

Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment are applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee's benefits existing prior to its effective date.

D. Modification - Understanding of Parties

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the times they negotiated or executed this Agreement.

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.

This Agreement shall be effective as of July 1, 2009 and shall continue in effect until June 30, 2012 subject to either party's right to negotiate over a successor agreement, as provided herein.

### ARTICLE III

#### GRIEVANCE PROCEDURE

##### A. Definition

The term "grievance" means a complaint or claim that there has been improper application, interpretation or violation of any term or provision of this contract, administrative decisions, Board policy or State statute affecting a member or group of members.

##### B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal as may be appropriate at any level of the procedure.

##### C. Procedure

###### 1. Filing a Grievance

A grievance may be filed by an individual member, a group of members or by the Association, either in its own name or as the representative of a group or class of individuals. Any grievance must be lodged at the proper initiating level within twenty-one (21) calendar days of the happening of an event.

###### 2. Failure to Communicate a Decision

Failure at any step to communicate the decision on a grievance with the specified time limitation shall constitute acceptance of a grievance as sustained. Failure to appeal an answer which is unsatisfactory within the specified time limitations shall be deemed to constitute an acceptance of such response as dispositive.

3. Informal Attempt to Resolve a Complaint

The Association or an individual who has a complaint shall discuss it first with the Superintendent in an attempt to resolve the matter informally. If the problem is not resolved to the satisfaction of the grievant within seven (7) calendar days after the conclusion of the discussion, the procedures prescribed in the subsections of this section shall become applicable.

4. If, as a result of the informal discussion, the matter is not resolved to the satisfaction of the complainant within seven (7) calendar days, he shall set forth his grievance in writing to the Superintendent, specifying:

- a. The nature of the grievance;
- b. The nature and extent of the injury, loss or inconvenience;
- c. The result of the previous discussion;
- d. His dissatisfaction with decisions previously rendered. The

Superintendent shall communicate his decision to the grievant in writing within seven (7) calendar days of receipt of the written grievance.

5. Level Two - Board of Education

If the grievance is not resolved to the grievant's satisfaction, he, no later than seven (7) calendar days after receipt of the Superintendent's decision, may request a review by the Board. The request shall be submitted in writing through the Superintendent, who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the grievant and render a decision in writing within thirty-five (35) calendar days of receipt of the grievance by the Board. Said decision shall be final and binding on the grievant except if the issue involves a matter

concerning the imposition of reprimands and discipline as defined under the PERC Act (N.J.S.A. 34:13A:22 et seq.)

**6. Level Three - Arbitration**

If the Association is not satisfied with the written decision of the Board, and if the issue in dispute involves a disciplinary matter as defined in the PERC Act, the Association may request binding arbitration through the use of the Public Employment Relations Commission.

The arbitrator shall limit him/herself to the issues submitted and can add nothing to, nor subtract anything from, the agreement between the parties or any policy of the Board of Education. The opinion and award shall be final and binding on all disciplinary matters.

Only the Board, the aggrieved and the appropriate Association officials shall be given copies of the arbitrator's opinion and award.

The fees and expenses of the arbitrator shall be shared equally by the two parties. All other costs shall be borne by the party incurring them.

Whenever there is a dispute over whether a grievance involves a disciplinary matter, the party who is maintaining that the grievance is disciplinary in nature shall proceed to resolve such dispute by filling a scope of negotiations petition with the Public Employment Relations Committee.

**7. Right to Representation**

Rights of employees to representation shall be as follows: Any grievant may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative(s) and/or an attorney selected and approved by the Association.

The Association shall have the right to be present and present its position in writing at all hearing sessions held concerning the grievance of any member of the Association and shall receive a

copy of all decisions rendered.

The Board and Association shall assure the individual freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal with respect to his personal grievance.

8. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any participants.

9. Meetings and Hearings

No meeting or hearing conducted under this procedure shall be public, unless requested by the grievant. The only parties in attendance shall be the parties in interest and the designated or selected representatives contemplated in this Article.

**ARTICLE IV**

**SICK LEAVE AND TERMINAL LEAVE**

A. All full-time employees shall be entitled to fifteen (15) days sick leave per year. Unused sick leave shall be accumulated from year to year with no maximum.

B. Terminal leave compensation will be approved for all employees who submit their form to the State Pension and Annuity Fund for retirement purposes.

1. The formula for calculating terminal leave compensation shall be as follows: One-half (1/2) day's pay for each unused accumulated sick day. A day's pay is defined as 1/300ths of the member's final annual salary. Maximum payments depend upon years of service and the first day of employment in the District, as follows:

a. Ann Cooke and Eileen O'Donnell: maximum payment shall be 40% of final salary;

- b. Valarie Baker, Brian Luciani, and Kathleen Murphy: maximum payment shall be \$20,000;
- c. Renae Bush, Ronald Bubnowski, and Scott Miller: maximum payment shall be \$15,000;
- d. All new employees: maximum payment shall be limited to \$15,000.

2. The estate of any employee who dies during the duration of this contract or who dies while monies are due him under the provisions of subparagraph B shall receive terminal leave pay for sick days accumulated, computed on the same basis as in Section B.1.

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

D. Where in a protracted illness an employee shall have exhausted his accumulated days of sick leave, he may continue to receive full pay or any portion thereof as determined by the Board of Education under the circumstances.

E. The Board shall provide a monthly report of sick, personal and vacation days used and accumulated through the position of confidential payroll or human resources secretary, who shall serve as the central timekeeper. Administrators are required to confirm any days utilized with the central timekeeper.

F. 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 V

### TEMPORARY AND EXTENDED LEAVES OF ABSENCE

All full-time supervisory employees shall be entitled to the following leaves of absence with pay during the year.

A. Death in Family

In the event of a death in the immediate family, an allowance of up to four (4) work days leave shall be granted. Immediate family shall be husband, wife, child, stepchild, father, mother brother, sister, father-in-law, mother-in-law.

B. Funeral

An allowance of one (1) day shall be granted to attend the funeral of other relatives of the employee.

C. Personal

Absence of four (4) days per year may be granted to an employee without reduction in pay for personal business which cannot be performed other than during employment hours.

D. Jury Duty

In case of required jury duty, an employee shall be allowed time off for jury service. He shall be paid the difference between his regular pay and jury pay.

E. Professional Conferences

Each employee may, with Board approval, attend one (1) national conference per year and one (1) state conference and at the request of the employee and with Board approval said employee may attend other local or regional conferences.

F. Extended Leaves of Absence

1. Maternity

a. Natural birth: The Board shall grant maternity leave without pay to any employee upon request subject to the following stipulations and limitations:

(1) Maternity leave shall commence on the date requested by the employee unless her administrative or supervisory performance has declined or her health would be impaired if she continued to work.

(2) No employee shall be prevented from returning to work after childbirth solely on the ground that there has not been a sufficient time lapse between childbirth and the desired date of return.

(3) The Board shall not remove any employee from her duties during pregnancy unless the employee cannot produce a certificate from her physician that she is medically able to continue to perform her duties.

(4) The Board shall not discriminate against any person in violation of N.J.S.A. 10:5-1 et seq., the Law Against Discrimination, nor in violation of the Constitutions of the State of New Jersey and of the United States.

(5) When the Board approves any maternity leave, it shall do so by resolution designating the term of the leave and a return date for the employee to return to work.

b. Adoption: Any employee adopting a child shall receive leave in accordance with item 1.a of this Article, which shall commence upon receiving de facto custody of the said child, or earlier if necessary to fulfill the requirements for adoption.

2. Good Cause:

Other leaves of absence may be granted by the Board for good reason.

**ARTICLE VI**

**INSURANCE COVERAGE**

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

1. PPO medical insurance coverage for all full-time employees of the Board and their families 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. Said policy shall include a mandatory second opinion rider and hearing aids, and the major medical deductibles will be \$300/\$600.

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 \$1,800 and orthodontia will be \$2,250.

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. All employees shall be enrolled in PPO medical plan and shall contribute \$150.00 per year, through salary deduction. Employees who select any plan offered by the Board other than the PPO shall also pay the difference in premium between the PPO plan and the selected plan. 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 attachment (a).

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 specifications are more fully described in the attachment (b).

G. The above insurance coverage shall be provided to all unit members working an average of twenty (20) hours or more per week.

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

## **ARTICLE VII**

### **PROFESSIONAL DEVELOPMENT**

#### **A. Professional Dues**

1. The Board of Education recognizes the value of professional organizations and agrees to pay membership dues for Association members in one appropriate state organization and one appropriate national organization.

2. The Board may approve dues for membership in other professional organizations as recommended by the Superintendent.

#### **B. Payment for Tuition and Fees**

1. In order to encourage administrators to take courses which will improve their effectiveness and their value to the district, the Board will pay a portion of the tuition charges, subject to the following limitations:

a. The courses must be related to the administrator's present or probable assignment in the Kenilworth school system, 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.

b. The recipient must have one (1) year of employment in the district before he/she is eligible for reimbursement for courses as hereinafter provided.

c. Administrators requesting approval of college courses for reimbursement must follow the procedures outlined below:

(1) Courses for MA degrees or equivalency courses must be in the administrator's present field of assignment.

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

**(a) Courses for certification in other areas of administration that are not required for present assignment.**

**(b) Equivalency courses primarily for salary guide purposes.**

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

**(d) The Board will not reimburse for more than fifteen (15) credits per year at 85% of the per credit rate charged by Rutgers University.**

**A year will start September 1 of one year to August 31 of the following year.**

**(e) An administrator who expects to be reimbursed must obtain a final grade average of at least C, or equivalent grade point average for each course for which reimbursement is sought and shall submit his/her final grade or grades, tuition course and receipt of payment to college or university.**

**(f) Administrators must outline the number of courses they plan on taking in the following school year by December 30<sup>th</sup> if they seek reimbursement according to this Article.**

### C. Conferences

A sum of ten thousand (\$10,000) dollars shall be set aside each year for the purpose of administrators attending a national conference, a state conference and/or NJ Excel Program, however, those Administrators who receive reimbursement for the NJ Excel Program shall be committed to remain with the District for three years from the June 30<sup>th</sup> immediately following the completion of the NJ Excel Program. Failure of the Administrator to complete the three year commitment for any reason other than an appropriate retirement from the State Pension and Annuity Fund shall require the Administrator to repay the Board the full amount of the reimbursement received for the NJ Excel Program. If participation in the NJ Excel Program requires release from work, the Administrator must obtain the prior approval of the Superintendent and must utilize vacation days to cover the time absent from work. All expenses submitted for payment shall be documented. Eligibility for reimbursement requires that attendance at the Conference necessitated by the goals and objectives of the Professional Improvement Plan receive the prior approval of the Superintendent.

## **ARTICLE VIII**

### **VACATIONS**

#### **A. Time Allotted**

Annual vacation for Association members shall be taken within the contract year as follows subject to the scheduling approval of the Superintendent of Schools. Except in case of emergency, administrators may be scheduled to take up to twenty (20) vacation days at any one time.

1. All twelve month Association members shall be entitled to vacation days to be taken within the contract year as set forth in the vacation schedule in paragraph A.3 below.

2. For the most part, vacations for Association members should be scheduled when school is not in session. In the cases when requests are made by Association members for vacation time when school is in session, the following rules apply:

a. A maximum of three (3) consecutive vacation days can be taken by an Association member while school is in session by giving the Superintendent fifteen (15) days' notice. For family illness emergency, the fifteen (15) days' notice may be waived by the Superintendent.

b. More than three (3) consecutive days taken while school is in session shall require the Superintendent's prior approval.

3. All twelve month Association members shall be entitled to vacation time according to the following schedule:

Fifteen (15) days first contract year prorated

Thirty (30) days thereafter prorated

## **B. Banking Time**

1. Prior to vacation, any Association member may request the banking of up to twenty (20) vacation days; and

2. This time must be used during the second year and may not be accumulated.

3. The use of all or any portion of banked vacation time must be approved by the Superintendent consistent with the procedures established in Section A and the Board must be notified of changes in vacation time by the Superintendent.

4. Retiring Association members who notify the Board in writing one year in advance of his/her retirement date are entitled to bank up to sixty (60) days vacation time during their last year of employment.

## **C. Legal Holidays**

All legal holidays\* shall be considered non-work days, as follows:

1. July 4
2. Labor Day
3. Columbus Day
4. Thanksgiving Day and Friday after
5. Christmas Eve
6. Christmas Day
7. New Year's Eve
8. New Year's Day
9. Martin Luther King Day
10. President's Day

11. Good Friday
12. Memorial Day
13. NJEA Convention

**\*Members may also have other holidays as provided by the approved School Calendar.**

**D. Separation from Service**

1. A member who dies before his contract period is completed shall have payment for his vacation days given to his estate.

2. A member who resigns or retires during the contract year shall receive cash payment for his vacation days.

E. Administrators may utilize up twenty (20) vacation days at any one time provided, however, such vacation days are taken during the summer months and have been approved in advance by the Superintendent of Schools.

## ARTICLE IX

### MISCELLANEOUS

A. Use of Automobiles

All members of the Association who use their own automobiles in the performance of their duties shall be reimbursed at the NJ OMB rate currently in effect.

B. Agency Shop

A representation fee totaling eighty (80%) percent of the total dues paid by the Association members shall be deducted from all non-members and forwarded to the Association Treasurer.

C. Employees shall have annual physical examinations pursuant to N.J.S.A 18A:16-2.

D. The employees covered by the terms of this Agreement shall be entitled to the optical insurance benefits at the same time that members of the teachers' unit receive the same.

E. The Association and its representatives shall be permitted to transact official Association business on school property and hold school meetings after school.

F. The Association shall have the privilege to use school equipment.

G. Once a month, the Association can schedule one (1) meeting at 3:45 p.m.

H. The Superintendent's memo dated November 4, 1997 will establish the procedures for attendance at night meetings for Association members.

I. To the extent permitted by NJ Accountability Regulations, each Administrator will receive a meal allowance and/or will be permitted a reimbursement compliant with NJ OMB mileage rate whenever required by the Board or directed by the Superintendent to attend an evening meeting.

**ARTICLE X**

**SALARY**

The Athletic Director is a twelve (12) month position paid at the rate set forth below.

The base salary of shall be increased by 3.0% in 2009-2010, 3.0% in 2010-2011, and 3.25% in 2011-2012 inclusive of the cost of increment, if any, in order to create base salaries for the individuals listed below for each of the three (3) years, as follows:

		2009-2010	2011-2011	2011-2012
(Cooke)	Supervisor of Special Education	\$122,224	\$125,891	\$129,982
(O'Donnell)	Supervisor of Curriculum, Instruction & Technology	\$122,224	\$125,891	\$129,982
(Luciani)	Secondary Principal	\$123,600	\$127,308	\$131,446
(Murphy)	Elementary Principal	\$122,224	\$125,891	\$129,982
(Bubnowski)	Assistant Principal	\$85,000	\$87,550	\$90,395
(Miller)	Supervisor of Athletics, Physical Education & Health Education	\$87,550	\$90,177	\$93,108
(Baker)	Supervisor of Mathematics & Science	\$122,224	\$125,891	\$129,982
(Bush)	Supervisor of Guidance	\$97,292	\$100,211	\$103,468

\* The above salaries are specific to the individuals in the positions at the time of the ratification of the Agreement. If the individual is no longer in the position, the salary shall cease to exist as the salary for the position. The salary for the position shall be established based upon the experience, training and education of the individual appointed to fill the position.

**IN WITNESS WHEREOF**, the Kenilworth Board of Education and the Kenilworth Principals and Supervisors Association have caused this Agreement to be executed hereunto this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

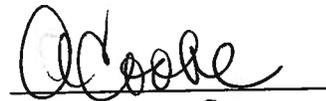
ATTEST:

  
\_\_\_\_\_  
Secretary

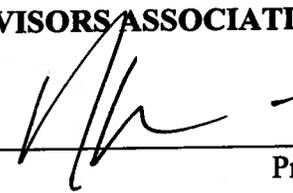
**KENILWORTH BOARD OF EDUCATION**

By   
\_\_\_\_\_  
President

ATTEST:

  
\_\_\_\_\_  
Secretary

**KENILWORTH PRINCIPALS AND SUPERVISORS ASSOCIATION**

By   
\_\_\_\_\_  
President