

June __, 2005

AGREEMENT BY AND BETWEEN
THE KINGWOOD TOWNSHIP BOARD OF
EDUCATION
AND
THE KINGWOOD TOWNSHIP EDUCATION
ASSOCIATION
2005-2008



COUNTY ROAD 519

FRENCHTOWN, NEW JERSEY 08825

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PREAMBLE

This agreement is entered into this __th day of _____, 20___, by and between the Board of Education of the Township of Kingwood, Hunterdon County, New Jersey, hereinafter referred to as the ‘Board” and the Kingwood Township Education Association, hereinafter referred to as the “Association.”

ARTICLE I
RECOGNITION

The Board hereby recognizes the Kingwood Township Education Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment of certified teaching personnel under contract, but excluding supervisory personnel, executive personnel, confidential employees, and all other non-certified personnel. The term teachers when used hereinafter in this agreement shall refer to all employees represented by the Association in the negotiating unit as defined above, including classroom teachers, nurses, librarians, special teachers in areas of music, physical education, and art and child study team members. References to male teachers shall include female teachers.

ARTICLE II
NEGOTIATIONS PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with the New Jersey Employer-Employee Relations Act in a good-faith effort to reach agreement on the terms and conditions of employment for persons covered hereunder. Such negotiations shall commence in accordance with the rules and regulations of the Public Employment Relations Commission in the year preceding the calendar year in which this Agreement expires.
- B. During negotiation, the Board and the Association may submit relevant data, exchange points of view and make proposals and counter-proposals. Any agreement so negotiated shall apply to all persons covered hereunder, be reduced to writing, and after ratification by both sides shall be signed.
- C. Neither party in any negotiations shall have any 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 and counter-proposals and consider proposals and counter-proposals during the course of negotiations.
- D. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly approved and executed by both parties.
- E. All meetings between the parties shall be scheduled to take place when the teachers involved are free from assigned responsibilities.

- F. The Board in accordance with the New Jersey Employer-Employee Relations Act agrees not to negotiate any provision of this Agreement as such terms affect the negotiating unit as defined in Article I of this Agreement with any organization other than the Association for the duration of this Agreement.
- G. No retaliative action shall be taken against any member of the negotiating unit as defined in Article I of this Agreement by reason of participating in the negotiations process.
- H. 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 within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE III

GRIEVANCE PROCEDURE

A. **Definitions:**

- 1. A “grievance” shall be an incident which gives rise to a claim by a teacher or the Association based upon an alleged misinterpretation, misapplication or violation of any of the provisions of this Agreement, or any policies or administrative decisions affecting persons covered hereunder.
- 2. An “aggrieved” person shall be the person or persons covered hereunder who have filed a grievance under the procedures set forth herein.

B. **Purpose:**

- 1. The purpose of this procedure is to secure, at the lowest possible level, solutions to the problems which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 2. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

C. **Exclusions:**

1. The following shall be excluded from consideration under this grievance procedure:
 - a. Any procedure that is outlined and defined in Title 18A, such as, but not limited to, suspension of a teacher, notice of termination of contract prior to school (60-day notice clause) and withholding of annual increment.
 - b. Any of the provisions of this contract that are contingent upon the approval of the Administrator and the Board, i.e., tuitions, reimbursements, leaves of absence, etc. shall not have the decision involved considered grievable if reasons are given.
 - c. Any Board policies, except where it changes any terms and conditions of employment.

D. Procedures:

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The limits specified may, however, be extended by mutual written agreement.
2. If a grievance cannot be processed through all the steps by the end of the school year, it should be carried into the summer months and resolved as soon thereafter as is possible.
3. LEVEL ONE:

A teacher with a grievance shall first discuss it with his administrator, either directly or through the Association's designated representative, with the objective of resolving the matter informally. Grievances not filed within thirty (30) calendar days of the occurrence of the grievance, or within thirty (30) calendar days when he would be reasonably expected to know of its occurrence, shall be considered waived. In the event the aggrieved is unsatisfied with the disposition of the grievance, he may, within five (5) calendar days, formalize the grievance by submitting it in writing to the administrator. Such formalization shall include:

- a. A statement of the exact nature of the grievance.
- b. The specific article or articles of the Agreement and how the article or articles have been violated.
- c. The exact policy or administrative decision (if applicable) being grieved.
- d. The exact remedy being sought.

The administrator shall render a written decision.

4. LEVEL TWO:

- a. If the teacher is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within fourteen (14) calendar days after the grievance was delivered to the administrator, the Association may within seven (7) calendar days after a decision by the administrator, or twenty-one (21) calendar days after the grievance was delivered to the administrator, submit a request in writing to the President of the Board of Education, together with all relevant data, stating that he requests a hearing by the full Board. Failure to comply with these time limits shall be sufficient reason to cause the grievance to be waived.

Within fourteen (14) calendar days after submitting this written request to the President of the Board of Education, a date that is mutually acceptable to the Board of Education and the aggrieved person shall be established for hearing by the full Board. After this hearing, and within a period of seven (7) calendar days, a decision of the Board shall be delivered in writing to the aggrieved teacher and the Association.

- b. Any grievance of an alleged violation, misinterpretation, or misapplication of Board policy or major educational policy shall not be permitted to proceed to arbitration. Said grievance shall end at Level Two of this procedure.

5. LEVEL THREE:

- a. If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was heard by the Board, he may, within five (5) school days after a decision by the Board or fifteen (15) school days after the grievance was heard by the Board, whichever was sooner, request in writing that the Association submit the grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person. Failure to comply with these time limits shall be sufficient reason to cause the grievance to be waived.

- b. The demand for arbitration shall be submitted to the American Arbitration Association. The parties shall then be bound by the rules and procedures of the American Arbitration Association. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

- c. In the event that the arbitrability of a grievance is at issue because the Board of Education contends that the matter is specifically excluded from arbitration by a provision of this Contract, then jurisdiction to resolve the issue will rest with the appropriate authority as provided by law. Any question of negotiability which is related to the arbitration process shall be decided by PERC. All other issues related to procedural and substantive arbitrability shall be decided by the arbitrator. In the event that the issue of jurisdiction is submitted to the arbitrator, the arbitrator's decision regarding procedural or substantive arbitrability shall be rendered in writing.
- d. The costs of the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses shall be paid by the party incurring same.

E. Rights-of-Teachers-to-Representation:

- 1. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option by a representative chosen by the Association.
- 2. No reprisals of any kind shall be taken by the Board or any member of the administration against any participant in the grievance procedure by reason of such participation.

F. Miscellaneous:

- 1. 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 the participants.
- 2. All meetings and hearings under this procedure shall not be conducted in public and shall include both parties and their designated or selected representatives.
- 3. Failure of the Board or any member of the administration to transmit to the aggrieved a decision in accordance with the timeliness set forth in the procedure shall permit the aggrieved to automatically proceed to the next level.

ARTICLE IV

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. The Board agrees to pay for tuition reimbursement in accordance with the following provisions for teachers who have received tenure in the district:

1. Board approval must be obtained prior to enrollment if reimbursement is to be expected, unless registration difficulties make this impossible.
2. Courses leading to certification will not be reimbursed.
3. The total reimbursement during three fiscal years will not exceed four thousand (\$4,000.00). A teacher may choose to request reimbursement for the full amount all in one year, or divide it among three years, at the teacher's election.
4. Tuition shall be reimbursed following successful completion of the course or courses.
5. Presentation of a certificate indicating successful completion of the course, which shall mean the attainment of at least a "B" or better grade and a copy of the invoice for the courses are prerequisites for reimbursement, except for pass/fail courses. In cases of exceptional hardship as determined by the Superintendent a grade of "C" will be approved.
6. Courses taken, which are to be reimbursed, must be for graduate credits, directly contributory towards increasing the teacher's effectiveness at an elementary school level. Only courses which are directly related to the teacher's current position and are within the teachers' areas(s) of certification or which, within the Chief School Administrator's sole discretion, are in the best interests of the Kingwood School District, shall qualify for tuition reimbursement. In addition, tuition reimbursement will be granted only for enrollment at an accredited institution of higher learning that is approved by the New Jersey Department of Education.
7. For any teacher who qualifies for tuition reimbursement as outlined above, the Board agrees to reimburse that teacher in an amount not to exceed the amount shown below for necessary books in connection with the course. The teacher will be required to submit a receipt indicating the name of the books, the course for which they were obtained, and the cost of the books.

2005-2006--\$125 2006-2007--\$125 2007-2008--\$125

8. Teachers must remain on the Kingwood Staff a minimum of one (1) school year following course completion. In the event a teacher resigns from a position during the school year following the year in which courses were reimbursed, the teacher will repay the Board the amount reimbursed for the course in full within thirty (30) days of resignation. If the Board is forced to resort to legal action to recover repayment, the teacher shall be required to reimburse the Board for its attorneys' fees incurred in prosecuting the action.

9. Teachers will be reimbursed up to the amount shown below per year toward the cost of registration for professional workshops and conferences provided the workshop or conference has been approved for payment by the Superintendent prior to the teacher's attendance at the workshop or conference.

2005-2006--\$225 2006-2007--\$225 2007-2008--\$225

- B. The Board's obligation under Article IV(A) shall not exceed fifteen thousand dollars (\$15,000). This cap may be exceeded at the sole discretion of the Board.

ARTICLE V

PROTECTION OF TEACHERS, STUDENTS AND PROPERTY

- A. Teachers shall immediately report cases of assault suffered by them in connection with their employment to the administrator.
1. Such notification shall be immediately forwarded to the Board who shall act in appropriate ways as liaison between the teacher, the police, and the courts.
 2. When absence arises out of or from such assault or injury, the teacher shall not forfeit any sick leave or personal leave, when approved by the Board.
- B. If civil proceedings are brought against a teacher for any action or omission arising out of and in the course of the performance of his or her duties while employed by the Board, the Board will furnish legal counsel in accordance with N.J.S.A. 18A:16-6. If any criminal proceedings are brought against a teacher for any act or omission and should such proceeding be dismissed or result in a final disposition in favor of the teacher, the Board will reimburse him or her for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals in accordance with N.J.S.A. 18A:16-6.1.
- C. The Board may reimburse teachers for the loss, damage, or destruction of clothing or personal property incurred while on duty in the school, on the school premises, or on a school sponsored activity due to any incident whereupon the teacher is fulfilling his/her duties. Personal property shall include clothing and personal property worn or carried by the teacher.

ARTICLE VI

TEACHER EVALUATION

- A. Any complaints regarding a teacher made to the administrator by any parent, student, or other person which are used in any manner in evaluating a teacher shall be promptly investigated and called to the attention of the teacher. The teacher shall be given an opportunity to respond to and/or rebut such complaints, and shall have the right to be represented by the Association at any meetings or conferences regarding such complaints.
- B. Files:
1. A teacher shall have the right, upon request, to review the contents of his personnel file and to receive copies at the individual's expense of any documents contained therein. A teacher shall be entitled to have a representative of the Association accompany him during such review.
 2. Although the Association agrees the Board has a responsibility to protect the confidentiality of personal references, academic credentials, and other similar documents, the Board shall not establish any separate personnel file which is not available for the teacher's inspection.
- C. All observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. No teacher shall be required to sign a blank or incomplete evaluation form. Such signature shall not be an indication of the teacher's approval or agreement, but shall simply mean that such observation evaluation has been seen and read.
- D. Observation and Evaluation of Tenured and Nontenured Teaching Staff Members
1. Teachers shall be evaluated in accordance with New Jersey statutes and N.J.A.C. 6:3-4.1 et seq., the tenured and non-tenured teacher evaluation regulations.
 2. Evaluation criteria will be distributed to teachers within ten (10) days of the board's adoption of the criteria.
- E. A part of the evaluation shall be in narrative form, and shall include, but not limited to:
1. Strengths of the teaching staff member as evidenced during the period since the previous report.
 2. Areas of improvement, if any, identified in specific terms.
 3. Specific suggestions as to measures which a teaching staff member might take to improve his performance in those areas where weaknesses have been indicated.

- F. Within fifteen (15) days of the observation there shall be a conference between the observer-evaluator and the teaching staff member to discuss the observation-evaluation.
- G. Each evaluation shall be given in writing to the teaching staff member within the maximum number of days of the observation as permitted by law and at least one (1) day before any conference to discuss the written report.
- H. Pursuant to N.J.A.C. 6:3-4.1 et seq., teaching staff members shall have the right to respond to the evaluation in writing. The written response shall be attached to the observation-evaluation and placed together in the teacher's file.

ARTICLE VII

TEACHER RIGHTS

- A. No teacher shall be disciplined, reprimanded, reduced in rank or compensation without just cause. Any such action asserted by the Board, or any agent or representative hereof, shall not be made public before the grievance procedure, where applicable, has been exhausted.
- B. Except as this Agreement shall herein otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be applicable during the term of this Agreement.
- C. No material derogatory to an employee's conduct, service, character, or personality shall be placed in his/her personnel file without a reasonable investigation and a meeting with the employee. No document that can be deemed derogatory can be added to an employee's file that does not identify who the grieved parties are or what the specific issues are that are being called into question. The employee shall have an opportunity to review such material and shall indicate so by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee also shall have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.

ARTICLE VIII

PERSONAL AND ACADEMIC FREEDOM

The personal life of a teacher is not an appropriate concern for the attention of the Board except as it may directly prevent the teacher from performing properly his assigned functions during the workday.

ARTICLE IX

TEACHER EMPLOYMENT

- A. The Board agrees to hire when available only fully certificated teachers holding standard certification issued by the New Jersey Board of Examiners for every regular teaching assignment.
- B.
 - 1. Credit may be given, not to exceed four (4) years, for military experience or alternative civilian service required by the Selective Service system and credit not to exceed two (2) years for Peace Corps, VISTA, or National Teacher Corps work. Persons hired prior to February 1, of any school year may be given full credit for one year of service toward the next increment step. However such service shall not apply for the purpose of tenure accrual.
 - 2. The Board will have the right to place teachers at any location on the salary guide at the time of hire. Step placement at the time of hire will not exceed the total of the new employee's years of teacher experience plus four years, as well as credit as permitted by Subsection 1. above.
- C. Teachers shall be notified of their contract and salary status for the ensuing year in accordance with the State statutes pertaining thereto.
- D. If a teacher elects to have a physical examination as required under N.J.S.A. 18A:16-2 made by a physician or institution of their own choosing, the Board agrees to pay a portion of the expense of the examination, in an amount not to exceed the cost which the Board would have incurred if the examination were performed by a physician or institution designated by the Board. The scope of the examination will be in accordance with all statutory and administration prerogatives of the Board and will be reported on such forms as are designated by the Board from time to time. Pursuant to N.J.S.A. 18A:16-5 all records and reports relating to the examination shall be the property of the Board and shall be filed with it. Prior to each examination, each teaching staff member if requested by the Board shall execute such medical authorizations as may be necessary to insure that the physician make a full and complete disclosure to the Board of the results and of all relevant background information.

ARTICLE X

SALARIES

- 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 pay checks on the preceding work day.
- C. Teachers shall receive their final checks on the last scheduled day in June provided the teacher has completed all of his/her duties.
- D. The salary guide shall include columns recognizing the Bachelor's degree and Master's degree plus graduate credits earned beyond those required for either of these degrees as follows: BA, BA+15, BA+30, MA, MA+15, MA+30. All teachers will be eligible to advance to the higher education columns on the basis of graduate credits or degrees earned.
- E. Non-precedent setting exceptions to these provisions of Section D. are set forth in Schedule D.
- F. Salary and extra compensation Schedules A-1, A-2, A-3, B, C and D are incorporated in this Agreement.

ARTICLE XI

PAYROLL DEDUCTIONS

- A. 1. Teachers may individually elect to have ten percent (10%) of their monthly salary deducted from their pay. These funds shall be paid to the teacher on the final payday in June.

2. Teachers may individually elect to have a portion of their salary deducted monthly and have the amount deducted deposited with the Hunterdon County Credit Union.
 3. Teachers may individually elect to have a portion of their salary deducted from each paycheck and forwarded to a tax sheltered annuity plan. Moneys deducted from teacher salaries will be forwarded to the annuity plan on a monthly or semi-monthly basis in accordance with the rules of the individual annuity plan.
 4. The Board is not responsible for any bookkeeping other than the monthly or semi-monthly deposit.
 5. Teachers who elect any or all of the above deductions must submit their authorization for the payroll deduction(s) not later than September 1st and/or January 1st of each school year or within thirty (30) days of the teacher's employment date if hired after September 1st. Teachers may terminate the deduction authorization(s) with thirty (30) days prior written notice to the Board Secretary.
- B. The Board agrees to deduct from the salaries of its teachers dues for the Kingwood Township Education Association, Hunterdon County Education Association, the New Jersey Education Association, and the National Education Association, or any one or any combination of such 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 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said moneys together with current records of any corrections shall be transmitted to such person designated by the Kingwood Township Education Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such moneys to the appropriate association or associations. Each of the associations above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give written notice to the Board prior to the effective dates of such change.

ARTICLE XII

TEACHER ASSIGNMENT

- A. All teachers shall be given written notice of their salary, class and/or subject assignments, and room assignments for the forthcoming year no later than May 30 or as soon thereafter as is practicable, but in no case no later than fifteen (15) school days thereafter. The Association shall have access to the schedule and assignment of the staff.

- B. The administrator shall assign all newly appointed personnel to their specific positions within that subject area and/or grade level for which the Board has appointed the teacher. The administrator shall give notice of assignments to new teachers as soon as practicable.
- C. In the event that changes in such schedules, class and/or subject assignments, building assignments or room assignments are proposed after the teacher has been notified, the teacher affected shall be notified promptly in writing, and, upon the request of the teacher, the changes shall be promptly reviewed between the administrator or his representative and the teacher affected and, at the teacher's option, a representative of the Association.

ARTICLE XIII

VOLUNTARY TRANSFERS AND REASSIGNMENTS

- A.
 - 1. All vacancies and the requirements for the position shall be posted at least five (5) working days prior to the closing date for submitting applications. When vacancies occur between June 15th and September 1st a copy of the posting shall be sent to the Association President. Teachers interested in the position may apply in writing.
 - 2. Teachers who desire a change in grade and/or subject assignment may file a written statement of such desire. Such statement shall include the grade and/or subject to which the teacher desires to be assigned, in order of preference.
 - 3. By May 30 or as soon thereafter as is practicable, the administrator shall post in the school and deliver to the Association a system-wide schedule showing the names of all teachers who have been reassigned and the nature of the reassignment.
- B. In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual teacher may be honored to the extent that the transfer does not conflict with the instructional requirements, and best interests of the school system. No such request shall be denied arbitrarily, capriciously or without basis of fact.

ARTICLE XIV

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable.
- B. When an involuntary transfer or reassignment is necessary, a teacher's area of competence, major or minor field of study, length of service in Kingwood Township School, length of service in the particular school building, and other relevant factors shall be considered.
- C. An involuntary transfer is the legal prerogative of the Board. In the event that a teacher objects to a transfer or reassignment, upon the request of the teacher, the administrator shall meet and discuss the transfer or reassignment with him.

ARTICLE XV

TEACHING HOURS AND TEACHING LOAD

- A.
1. As professionals, teachers are expected to devote to their assignments the time necessary to meet the requirements of teaching.
 2. Teachers will indicate their presence by means of sign-in and sign-out sheet. The in-school work day for teachers shall be seven and one quarter (7-1/4) hours. The Board has the right to adjust the starting and ending times for the teacher work day by up to fifteen (15) minutes earlier or later than the teaching starting/ending times in effect during the 1989-90 school year. Teachers are required to be in their classrooms not later than fifteen (15) minutes after the teacher arrival time. On Fridays, or the days preceding holidays or vacations, the teachers' day shall end at the close of the pupil's day and after all scheduled buses have departed from school property. Teachers will be notified at least fifteen (15) calendar days in advance of starting time changes except in emergencies.
 3. Teachers will be required to remain one (1) hour after the end of the regular workday without additional compensation one day per week. During two of these periods each month all staff members may be required to attend faculty or other professional meetings, including committee work and curriculum development. Meetings involving committee work and curriculum development may not require attendance of the full staff. The day of the week designated for meetings shall be agreed upon by the administration and the faculty. If a meeting is to be held on a day other than the designated day, two days written notice shall be given. Additional required meetings may be scheduled two days per month prior to the designated teacher departure time. The day of the week and/or the hours per meeting may be changed with the consent of the Superintendent.
 4. On the days when required meetings are not scheduled, the additional hour shall be used by the professional staff in accordance with Board of Education policy. The administrator may also schedule meetings on these days.
 5. On or before October 1 of each year, the administration will designate objectives to be accomplished by each teacher in assisting with curriculum development. If any staff member feels that the objectives set are unclear or not attainable or constitute an increase in workload or other violation of this Agreement, they shall meet with the Administrator as promptly as possible to resolve any concerns. If the concerns are not resolved administratively, the teacher shall notify the Board in writing by October 15, indicating specifically the concerns which the teacher has. The Board will review the objectives with the teacher and the Board will make a final determination by the first regularly scheduled Board meeting thereafter. The selection and designation of the objectives is the Board's

prerogative. However, other alleged contractual issues such as increase in workload are issues which may be arbitrated. The dates and times designated for meetings will be determined by each curriculum committee, and submitted to the administration by October 15. The administration shall be notified of any change in a meeting date within forty-eight (48) hours of the scheduled meeting. Following each committee meeting, curriculum committee meeting minutes will be submitted to the administration.

6. In addition to the time specified above, the administration will also designate two full working days during the school year for curriculum development by the entire staff. Each teacher will complete the assigned objectives not later than the end of the third marking period. Objectives are not considered completed until they are submitted to the designated administrator and the teacher has received an approval in writing. Any deficiencies noted shall be remedied by the teacher within the time frame designated by the administrator.
 7. After the third marking period has ended, teaching staff members will continue to work on curriculum development in the following areas:
 - a. Meetings with the administration and other teachers in connection with administration and staff review of the designated objectives;
 - b. Meetings with the committees of the Board of Education, or with the Board of Education, and with parent and community curriculum or relations committees (which meetings may take place after the end of the school day).
 8. On the days of the half-day workshops, the teachers workday shall end at the normal teacher departure time.
 9.
 - a. Parent-Teacher conferences may be up to four (4) days in the fall semester and up to two (2) days in the spring semester. Up to two (2) of the fall conference days may be for night conferences and one (1) of the spring conference days may be for night conferences for the entire staff. Conferences shall be scheduled so that the teacher work day on conference days does not exceed the regular teacher work day. Students will be dismissed after a minimum length school day on conference days. Teachers agree to meet with all parents requesting conferences.
- B. 1. Staff members covered hereunder shall be entitled to a forty-minute duty-free lunch. However, on such days as they are assigned cafeteria or playground supervision, or in the event that the Board reestablishes the student dismissal time of 3:30 p.m., or in the event of an emergency, then all teachers shall have duty-free lunch in accordance with the rules and regulations of the State Board of Education. Inclement weather shall not be considered as an emergency.

2. Teachers may leave the building without requesting permission during their scheduled duty-free period, but they must sign in and sign out.
- C. Every effort will be made to utilize any music, art, library, and physical education specialists to allow preparation for teachers.
- D. All staff members are required to attend one (1) "Open House Night" per year.
- E. Teachers shall make an effort to attend PTO or PTA meetings.
- F. Teachers may be required to travel out of the district for meetings after the end of the school day. In that event, the teacher will receive \$20.00 plus the current IRS rate per mile traveled upon the Chief School Administrator's/administrator's approval.

ARTICLE XVI

NON-TEACHING DUTIES

- A. The Board agrees that teachers shall not be required to perform the following non-teaching duties:
 1. Non-professional assignments, including, but not limited to milk distribution.
 2. Collecting money from students.
 3. Keeping state attendance records.
 4. Correcting Iowa Basic Skills Test or standardized test used in its place.
 5. Teachers shall not be required to drive students to activities which take place away from the school building.

ARTICLE XVII

SICK LEAVE

- A. All teachers employed shall be entitled to ten (10) sick leave days 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. Sick leave is hereby defined in accordance with applicable provisions of NJSA Title 18A and federal statute. Teachers who begin employment after the start of the school year shall receive one day of sick leave per month or portion thereof for the term of their

employment. All sick leave days will be given to the teacher on the first day of employment.

- B. Any sick day leaves shall be used only for the purpose of illness.
- C. An annual record of accumulated sick days shall be issued to each faculty member with his final check in June.
- D. Proof of illness may be requested by the administrator after three (3) consecutive days or whenever abuse of sick leave is suspected.
- E. No time will be allowed for time off for serious illness in the immediate family per se. However, if the teacher feels so emotionally distressed that he would not be able to carry out his duties, he may take time off as sick leave. Otherwise, the substitutes' salary will be deducted from his pay.
- F. Transfer of accumulated sick leave days from former districts within the state to present district shall be twenty per cent (20%) of previously accumulated days with a maximum limitation often (10) days.
- G. Any teacher who retires according to the provisions of the Teachers' Pension and Annuity Fund in order to receive immediate benefits and not merely "deferred retirement" and has completed ten years of service in the district shall be compensated for accumulated sick leave at the rate of ½ day's salary for each remaining accumulated sick day, not to exceed \$6,000.00 in total. A teacher wishing to receive this benefit must notify the Chief School Administrator no later than January 1 of the calendar year in which they will retire to request this benefit, and payment shall be made on July 15 of that calendar year. If the teacher notifies the Board after January 1, it will result in payment on July 15 of the following year. Teachers retiring between July 1, 2005 and December 31, 2005 seeking compensation under this Article shall not be required to have given notice by January 1, 2005 in order to be paid, at the teachers' election, on either January 1, 2006 or July 1, 2006.
- H. Any teacher who does not use any of the yearly allotted sick leave days will receive a five hundred (\$500) dollar bonus at the end of the year. The bonus checks will be issued not later than July 31st.

ARTICLE XVIII

SUBSTITUTES

The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall call a designated person or persons between 8:00 p.m. and 10:00 p.m. or between 6:00 a.m. and 7:00 a.m. prior to the start of the workday to report unavailability. It shall be the responsibility of the administration to arrange for a substitute.

ARTICLE XIX
INSURANCE PROTECTION

- A. The Board shall provide health care insurance protection, including Blue Cross/Blue Shield, major medical, and Rider J coverage or the equivalent of such coverages. The Board of Education shall pay the full premium for each teacher, and in cases where appropriate, for family-plan insurance coverage. All teachers enrolled in dependent coverage programs for health insurance shall contribute two hundred forty (\$240) per year toward the cost of their dependent(s) medical insurance coverage. Insurance contributions shall be withheld in equal amounts over twenty (20) pay checks.
1. The Board shall have the right to select the insurance carrier. If the Board elects to switch insurance carriers, it will comply with the following procedure:
 - a. The Association will be given ninety (90) days prior notice in intention to switch carriers.
 - b. The Board of Education will provide to the Association, along with the notice, all relevant information on the proposed new carrier.
 - c. The Association shall then have the opportunity to determine whether or not the proposed new carrier would provide equivalent coverage, which shall be defined to include (but not be limited to) the nature of the coverage, conversion privilege and acceptability of the plan in other areas.
 - d. Should within the ninety (90) day period the Association feel that the coverage is not equivalent, it shall notify the Board in writing of the ways it feels the coverage is not equivalent. Should within fifteen (15) days thereafter, or such further time as the parties may agree, there still be a dispute concerning the equivalency of coverage, the Association may demand that the question of whether the coverage is equivalent be submitted to binding arbitration. Should the arbitrator rule that the proposed plan is not equivalent, then the Board will retain the existing plan.
- B. The Board shall provide prescription insurance under major medical of the State Health Benefits Plan effective July 1, 2003 or as soon as practicable. Each teacher shall be fully indemnified for prescription costs only upon the submission of documentation (original receipt) from participating pharmacies for those teachers in the HMO Plan or proof of submission of "Explanation of Benefits" form to the State Health Benefits Plan for those teachers in the Traditional or NJ Plus plans. Confidentiality shall be provided with

regard to all claims. Reimbursement shall be monthly or upon reaching \$200.00 in out-of-pocket expenses, whichever comes first. The new prescription program shall be implemented on a trial basis on a year-to-year basis. The program can be terminated for cause by either party upon at least sixty (60) days written notice. Final details on notice requirements to be worked out by the parties. The new prescription program shall include each teacher and where appropriate for the teacher's family.

ARTICLE XX

TEMPORARY LEAVES OF ABSENCE

- A.
 - 1. Teachers shall be entitled to three (3) days of absence with pay per year for personal, legal business, household or family matters which require absence during school hours. Application to the administrator for personal leave shall be made at least five (5) working days before taking such leave, except in the case of emergencies. Personal days shall not be granted except in the case of extreme emergency for: 1) the day preceding or following a scheduled school vacation period or holiday, or; 2) on the first day of the teacher's scheduled work year, or on the first day of the school year in which students are in attendance, or; 3) at anytime during the last week of the school year. If a personal leave day is requested for any of those days, the staff member shall be required to specify the reason for the leave.
 - 2. Personal leave days may be full or half days. Approval of requests for half day personal leave shall be based on the availability of half day substitutes. Approval of requests for half a personal day will not be withheld unreasonably.
 - 3. Unused personal leave days will be added to the teacher's accumulated sick leave at the beginning of the following school year.
- B. Teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:
 - 1. Up to one day for the purpose of visiting other schools or attending meetings or conferences of an educational nature that shall be approved by the administrator or Board.
 - 2. Upon written request, the Board may approve time necessary for appearance in any legal proceedings connected with the teacher's employment or with the school system, and may also approve time for other legal proceedings if the teacher is required by law to attend.

3. Up to four (4) days leave of absence for death in the immediate family (father, father-in-law, mother, mother-in-law, spouse, child, brother, sister, grandparents, grandparents of spouse) or any member of the immediate household living in the residence. Up to one additional day may be granted by the administrator in cases of extreme emergencies. For any extra leave needed, the cost of a substitute will be deducted from the teacher's pay. Up to a maximum of one (1) day for the death of other relatives.
4. Time necessary for persons called into temporary-active duty of any unit of the U.S. Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. A teacher shall be paid the difference between his military pay and his regular pay.
5. Other leaves of absence may be granted by the Board for good reason.

C. Anticipated Disability Leave:

1. Any person covered hereunder who anticipates undergoing a state of disability such as, but not limited to: surgery, hospital confinement, medical treatment, pregnancy, etc., may apply for a leave of absence based upon anticipated disability, in which instance such leave of absence shall be chargeable to the sick leave account of said teacher. All persons covered by this Agreement anticipating a state of disability shall notify the Administrator as soon as is practicable of the condition expected to result in disability. A conference between the person so affected and the Administrator shall take place upon notification for the purpose of discussing specific dates and arrangements pursuant thereto.
2. A pregnant teacher may not be removed from duties unless teaching performance has noticeably declined, and may remain on the job as long as able to produce certification from a physician that she can continue working.

ARTICLE XXI

EXTENDED LEAVES OF ABSENCE

A. Military Leave:

Military Leave shall be granted in accordance with State Law.

B. Child-Rearing Leave:

1. In case where a person hereunder covered or spouse gives birth to a child or in a case of a de facto adoption, said person shall have the right to apply for a leave without pay or any other benefits provided for in this Agreement for a period not to exceed two (2) academic years.

2. Said leave shall be granted by the Board for a period from the birth of the child as agreed between the Administrative Principal and person affected subject to Board approval. The date of requested return shall coincide with any of the natural breaks occurring during the school year, such natural breaks being defined as the first day of a marking period.

In the absence of application for child-rearing leave, the conditions pursuant to emergency disability leave shall prevail and control.

3. Wherever possible, upon return from leave the Administration shall attempt to assign such person to the same position he/she held at the time said leave commenced. If such person who has been granted a child-rearing leave is permitted to return to the system at any time other than those stipulated herein, such person may be assigned to any position decided on by the Administrative Principal so long as the assignment is within the certification held by said person.
- C. Application for leave or any extension thereof shall be in writing, and if granted, approval shall also be in writing.
 - D. Other leaves of absence may be granted by the Board for good reason.
 - E. Previously accumulated unused sick leave days will be restored to all teachers returning from an approved leave of absence.

ARTICLE XXII

SCHOOL CALENDAR

- A. The school calendar shall be set by the Kingwood Township Board of Education. Suggestions and recommendations by interested parties may be considered.
- B. The Board agrees to subtract any unused emergency days from the calendar at the end of the school year.
- C. The school calendar shall include one hundred eighty-five (185) teacher days, including a half day on the Wednesday before Thanksgiving and the last day of the year, which shall mean 1:30 p.m. or such later time as necessary for a minimum school day as required by State Law or State Administrative Regulation. Pupil contact days shall not exceed one hundred eighty (180) unless otherwise required by the State of New Jersey.

ARTICLE XXIII

BOOKS AND OTHER INSTRUCTIONAL MATERIALS AND SUPPLIES

- A. Kingwood Township Board of Education reserves the right of final approval on books, supplies, and equipment; however, recommendations of individual teacher are encouraged.

- B. A procedure for reviewing and evaluating books and other instructional materials and supplies shall be instituted as soon as possible after the effective date of this agreement. Said procedure shall provide, among other things, for a Curriculum Committee which shall continue to make recommendations to the Board for each subject area.

- C. Each teacher may purchase up to fifty dollars (\$50) worth of instructional materials at the New Jersey Association Convention and will be reimbursed for these upon presentation of the receipts to the Board Secretary.

ARTICLE XXIV
TEACHER FACILITIES

- A. The Board shall provide to the extent physically and economically possible the following:
1. Space in each classroom in which teachers may store instructional materials and supplies.
 2. Furnished room which shall be reserved for the exclusive use of teachers as a faculty lounge. Although teachers shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school's custodial staff.
 3. A serviceable desk, chair for the exclusive use of each teacher.
 4. Well-lighted and clean teacher rest rooms, separate for each sex and separate from the students' rest rooms.
 5. Suitable closet space for each teacher to store coats, overshoes, and personal articles.
 6. Copies, exclusively for each teacher's use of all texts used in each of the courses he is to teach.
 7. Adequate chalkboard space in every classroom.
- B. No teacher shall be required to provide teaching materials such as books, pencils, paper, etc. at his or her own personal expense.

ARTICLE XXV
MAINTENANCE OF CLASSROOM MANAGEMENT

- A. When, in the judgment of a teacher, a student requires the attention of the administrator, a counselor, psychologist, physician, or other specialist, the teacher shall so inform his/her administrator. The administrator shall arrange as soon as possible for the conference among himself and the teacher to discuss the problem and to decide upon appropriate steps for its resolution.

- B. When, in the judgment of a teacher, a student is, by his behavior, seriously disrupting the educational program to the detriment of the other students, the teacher may refer him to the Administrator to decide upon appropriate steps.

ARTICLE XXVI

ASSOCIATION RIGHTS AND PRIVILEGES

- A. Upon request the Board agrees to make available to the Association copies of all records and documents of the Board which have been released to the public.
- B. The Association and its representatives shall have the right to use school buildings for meetings after 3:45 p.m. provided that administrative approval is obtained at least three (3) school days in advance whenever possible, to assure that the meeting does not interfere with other regularly scheduled activities for all or part of the staff.

The Association and its representatives shall have the right to use school buildings for meetings between 8:30 a.m., once a month provided all teachers are at their assigned stations by 8:45 a.m.

- C. The Association shall have, in each school building, the exclusive use of a bulletin board in the faculty lounge.
- D. The Association shall have the right to use the school mail boxes as it deems necessary with the approval of the administrator.
- E. The President of the Kingwood Township Education Association shall receive one-half (1/2) day release time with no deduction in salary to attend the Hunterdon County Education Association President's Luncheon.

ARTICLE XXVII

ADMINISTRATION-TEACHER LIAISON

There shall be established for the term of this Agreement an Administration-Teacher Liaison Committee composed of members of the administration and teaching staff which shall meet from time to time as deemed appropriate to discuss educational matters of mutual concern and interest.

ARTICLE XXVIII

MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement or any application of the Agreement to any employee or group of employees is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers or in the application or administration of the Agreement on the basis of race, color, religion, national origin, sex, domicile, or marital status.
- D. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by letter at the following addresses:
 - 1. If the Association, to the Board Secretary at Kingwood Township School.
 - 2. If by the Board, to the Association President at Kingwood Township School.

ARTICLE XXIX

REPRESENTATION FEES

A. Purpose of Fee:

If an employee does not become a member of the Association during any membership year (i.e. September 1 to August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

B. Amount of Fee/Notification:

At the onset of each membership year, the Association will notify the Board in writing of the amount of regular membership dues, initiation fees, and assessments charged by the Association to its members for that membership year. The representation fee to be paid by non-members/fee-payers will be determined by an impartial arbitrator in accordance with the law.

C. Deduction and Transmission of Fee:

1. Notification: On or about September 1 of each year, the Board will submit to the Association a list of all employees in the bargaining unit. On or about January 1 of each year, the Association shall provide the Board with the names of those employees who are required to pay the representation fee.
2. Payroll Deduction Schedule: The Board will deduct from the salaries referred to in Article XXIX, Section C.1, the full amount of the yearly representation fee in equal installments beginning with the first paycheck in February.
3. Mechanics: Except as other wise noted in this Article, the mechanics for the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the transmission of regular membership dues to the Association.
4. Changes: The Association will notify the Board in writing of any changes in the list provided for in Paragraph C.1 above, and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than thirty (30) days after the Board received said notice.

D. New Employees:

On or about the last day of each month, the Board will submit to the Association a list of all employees who began their employment in the bargaining unit during the preceding month. The list will include names, job titles, dates of employment, and places of assignment for all such employees. The Board will also notify the Association of any change in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, or death.

SCHEDULE A-1

KINGWOOD BOARD OF EDUCATION

TEACHER SALARY GUIDE

2005-2006

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	39,145	40,445	41,745	42,345	43,205	44,345
2	39,745	41,045	42,345	42,945	43,805	44,945
3	40,445	41,745	43,045	43,645	44,505	45,645
4	41,145	42,445	43,745	44,345	45,205	46,345
5	42,581	43,881	45,181	45,781	46,641	47,781
6	44,069	45,369	46,669	47,269	48,129	49,269
7	46,000	47,300	48,600	49,200	50,060	51,200
8	48,019	49,319	50,619	51,219	52,079	53,219
9	50,222	51,522	52,822	53,422	54,282	55,422
10	52,528	53,828	55,128	55,728	56,588	57,728
11	54,943	56,243	57,543	58,143	59,003	60,143
12	58,010	59,310	60,610	61,210	62,070	63,210
13	61,345	62,645	63,945	64,545	65,405	66,545
14	65,145	66,445	67,745	68,345	69,205	70,345

SCHEDULE A-2

KINGWOOD BOARD OF EDUCATION

TEACHER SALARY GUIDE

2006-2007

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	40,235	41,535	42,835	43,435	44,295	45,435
2	40,835	42,135	43,435	44,035	44,895	46,035
3	41,535	42,835	44,135	44,735	45,595	46,735
4	42,235	43,535	44,835	45,435	46,295	47,435
5	43,671	44,971	46,271	46,871	47,731	48,871
6	45,159	46,459	47,759	48,359	49,219	50,359
7	47,090	48,390	49,690	50,290	51,150	52,290
8	49,109	50,409	51,709	52,309	53,169	54,309
9	51,312	52,612	53,912	54,512	55,372	56,512
10	53,618	54,918	56,218	56,818	57,678	58,818
11	56,033	57,333	58,633	59,233	60,093	61,233
12	59,100	60,400	61,700	62,300	63,160	64,300
13	62,435	63,735	65,035	65,635	66,495	67,635
14	66,235	67,535	68,835	69,435	70,295	71,435

SCHEDULE A-3

KINGWOOD BOARD OF EDUCATION

TEACHER SALARY GUIDE

2007-2008

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	41,350	42,650	43,950	44,550	45,410	46,550
2	41,950	43,250	44,550	45,150	46,010	47,150
3	42,650	43,950	45,250	45,850	46,710	47,850
4	43,350	44,650	45,950	46,550	47,410	48,550
5	44,786	46,086	47,386	47,986	48,846	49,986
6	46,274	47,574	48,874	49,474	50,334	51,474
7	48,205	49,505	50,805	51,405	52,265	53,405
8	50,224	51,524	52,824	53,424	54,284	55,424
9	52,427	53,727	55,027	55,627	56,487	57,627
10	54,733	56,033	57,333	57,933	58,793	59,933
11	57,148	58,448	59,748	60,348	61,208	62,348
12	60,215	61,515	62,815	63,415	64,275	65,415
13	63,550	64,850	66,150	66,750	67,610	68,750
14	67,350	68,650	69,950	70,550	71,410	72,550

SCHEDULE B

EXTRA-CURRICULAR COMPENSATION

	<u>2005-2006</u>	<u>2006-2007</u>	<u>2007-2008</u>
Sports Director	\$1,474	\$1,543	\$1,616
Basketball Coach Boys	\$1,750	\$1,832	\$1,918
Basketball Coach Girls	\$1,750	\$1,832	\$1,918
Soccer Coach	\$1,750	\$1,832	\$1,918
Baseball Coach Boys	\$1,750	\$1,832	\$1,918
Softball Coach Girls	\$1,750	\$1,832	\$1,918
Cheerleading Advisor	\$1,750	\$1,832	\$1,918
Play Director	\$1,750	\$1,832	\$1,918
Student Council Advisor	\$1,750	\$1,832	\$1,918
8th Grade Yearbook Advisor	\$1,750	\$1,832	\$1,918
8th Grade Advisor	\$1,750	\$1,832	\$1,918
Opera Co-Advisors (2 Advisors)	\$1,750	\$1,832	\$1,918
Dance Chaperones (per dance)	\$87	\$91	\$95
Overnight Trips (per night)	\$148	\$155	\$162

SCHEDULE C

HOURLY RATES

	<u>2005-2006</u>	<u>2006-2007</u>	<u>2007-2008</u>
Summer School Teachers	\$ 46	\$ 48	\$ 51
Summer Curriculum	\$ 46	\$ 48	\$ 51
Homebound Instruction	\$ 46	\$ 48	\$ 51
After School Program	\$ 46	\$ 48	\$ 51

The Board may implement after school programs under-the following-guidelines:

1. Interested staff members shall submit suggested program topics to the Chief School Administrator.
2. The Board shall have final approval of all programs.

SCHEDULE D

- A. Upon completion of forty-five (45) graduate credits beyond the Bachelor's degree the following individuals will be paid an annual salary that is four thousand dollars (\$4000) above their appropriate step on the BA column. In the event that any of these individuals attain either a Master's degree plus fifteen (15) or more graduate credits or sixty (60) credits beyond the Bachelor's degree the individual shall either be moved to the MA+15 column on the salary guide or receive an annual salary that is five thousand two hundred dollars (\$5200) above their appropriate step on the BA salary-column.

Susan Grassi
David Bacon

- B. The following individuals will be paid an annual salary that is five thousand two hundred dollars (\$5200) above their appropriate step on the BA salary column for the duration of their employment in the Kingwood School District.

Felicia Pressens
Lorraine Schumann
Carol Vinci
Frances Wasitowski

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2005 and shall continue in effect until June 30, 2008, subject to the Association's right to negotiate over a successor agreement as provided in Article II of this Agreement. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

In witness whereof the Association has caused this Agreement to be signed by its President and Secretary, and the Board has caused the Agreement to be signed by its President, attested by its Secretary and its corporate seal to be placed hereon.

By:	_____	_____
	President of Kingwood Township Board of Education	Date
	_____	_____
	Secretary of Kingwood Township Board of Education	Date
	_____	_____
	President of Kingwood Township Education Association	Date
	_____	_____
	Secretary of Kingwood Township Education Association	Date