

AGREEMENT BETWEEN
KNOWLTON TOWNSHIP EDUCATION ASSOCIATION
AND
KNOWLTON TOWNSHIP BOARD OF EDUCATION

FINAL 8-20-12

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PREAMBLE

This agreement entered into this 1st day of July, 2012, by and between the Board of Education of Knowlton Township, Delaware, New Jersey, hereinafter called the Board and the Knowlton Township Education Association, hereinafter called the Association.

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the students of the Knowlton Township School District is their primary aim, and that the character of such education depends predominantly upon the quality of teaching, the availability of materials, the functional use of facilities, imagination in planning, the application of democratic processes in administration, and the maintenance of high morale among the teaching faculty, and

WHEREAS, the members of the teaching profession are particularly qualified to advise the formulation of policies and programs designed to improve educational standards, and

WHEREAS, the Board has an obligation, pursuant to Chapter 303, public Laws 1968 to negotiate with the Association as the representative of employees, hereinafter designed with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in the Agreement, be it

RESOLVED, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I
RECOGNITION

A. Unit

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all teachers, nurses, special services personnel, and custodians whether under contract, on leave, employed or to be employed by the Board.

B. Definition of Employee

Unless otherwise indicated, the term, “employee”, when used hereinafter in this Agreement, shall refer to all members of the Association Unit.

C. Definition of Teacher

Unless otherwise indicated, the terms “teacher”, when used hereinafter in this Agreement, shall refer to all certificated Teachers, Special Services Personnel, and Nurse represented by the Association in the negotiated Unit.

D. Definition of **Chief School Administrator**:

Whenever the term **Chief School Administrator** is used in this agreement, it shall be understood to be synonymous with the term Superintendent, principal, or any other term the individual in charge of the district chooses to employ.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

A. Deadline Date

The parties agree to enter into collective negotiation over a successor agreement in accordance with Chapter 123, Public Laws 1975 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employees' employment. Such negotiations shall begin not later than December 15th of the calendar year preceding the calendar year in which this Agreement expires. Any agreement so negotiated shall be subject to ratification by both the Association and the Board and shall not be binding on either party until properly signed by both parties.

B. Modification

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. Past Practice

In any negotiation of a successor agreement, both the Board and the Association agree not to maintain a position against a proposal, solely on the basis that it was, or was not a practice in the past.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A "Grievance" is a claim by an employee or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions and past practices affecting an employee or a group of employees.

2. Aggrieved person

An "aggrieved person" is the person or persons or the Association making the claim and any person including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

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 and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Time limits

The initial time limit for filing a grievance is set at 30 calendar days. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. Year end grievance

In the event a grievance is filed at such time that it cannot be processed through all the steps in 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 limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

Article III

LEVEL I

An aggrieved person shall first discuss it with his immediate superior, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

LEVEL II

If the aggrieved person is not satisfied with the disposition of his grievance at Level I, and desires to appeal the decision, or if no decision has been rendered within five school days after receipt of the grievance, he, or the Association's designated representative, shall file the grievance in writing with the Chief School Administrator within five school days after the decision at Level I or ten school days after the grievance was received, whichever is sooner. The written grievance shall specify the following:

- The date of the occurrence giving rise to the grievance
- The date the grievance is filed
- The nature of the grievance
- The specific provisions of the contract or specific board policies allegedly violated
- The remedy being sought
- Attach all documents supporting grievance

It is agreed that the Association will create an agreed upon form for filing grievances.

LEVEL III

If the aggrieved person is not satisfied with the disposition of the grievance at Level II, or if no decision has been rendered within five school days after the grievance was received by the Chief School Administrator and the aggrieved desires to appeal, he or the Association's designated representative shall within ten school days after the grievance was received by the Chief School Administrator, submit a request in writing to the President of the Board of Education, stating that he requests a hearing by the full Board. Within ten school 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 five school days, a decision of the Board shall be delivered in writing to the aggrieved person.

Article III

LEVEL IV

a. If the aggrieved person is not satisfied with the disposition of his grievance at Level III, or if no decision has been rendered within fifteen school days after the grievance was delivered to the Board, and only if the grievance arises as a claim by the employee or the Association based upon the interpretation, application, or violation of this Agreement, he may, within ten school days after a decision by the Board, or twenty-five school days after the grievance was delivered to the Board, whichever is sooner, request in writing that the Chairman of the Association's Grievance Committee submit his grievance to arbitration. If the Grievance Committee determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen school days after receipt of a request by the aggrieved person.

b. Within ten school days after such written notice of submission to arbitration, the Board and the Grievance Committee shall attempt to agree upon a mutually acceptable arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators shall be made to the Public Relations Commission, as outlined in Chapter 12, Paragraph 14, of the Rules and Regulations and Statement of Procedure.

c. The arbitrator so selected shall confer with the representatives of the Board and the Grievance Committee, holding hearings promptly, and shall issue his decision not later than twenty days from the date of the close of the hearings or, if oral hearings have been waived, then from the date of the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning, and conclusions on issues submitted.

d. 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 binding.

e. The cost for the service 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 expense incurred shall be paid by the party incurring same.

Article III

D. Rights of Employees to Representation

1. Employee and Association

Any aggrieved person may be presented at all stages of the grievance procedure by himself, or, at his option, by representatives selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to the present and to state its views at all stages of the grievance procedure.

2. Reprisals

No reprisals of any kind shall be taken by the Board or by 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.

E. Miscellaneous

1. Group grievance

If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Chief School Administrator directly and the processing of such grievance shall be commenced at Level II. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

2. Written decisions

Decisions rendered at Level I which are unsatisfactory to the aggrieved person and all decisions rendered at Levels II and III of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association.

3. 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 of the participants.

4. Forms

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared

Article III

jointly and be mutually agreeable by the Chief School Administrator and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

5. Meetings and hearings

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 representatives heretofore referred to in the ARTICLE.

ARTICLE IV

EMPLOYEE RIGHTS

A. Rights and Protection in Representation

Pursuant to Chapter 123 Public Laws 1975, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws 1975 or any other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms of conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms of conditions of employment.

B. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

Article IV

C. Just Cause Provision

No employee shall be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage, or given an adverse evaluation of his professional services without just cause. Any such unjustified action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure and non-negotiable as determined by applicable law.

D. Required Meetings or Hearings

Whenever any employee is required to appear before any administrator or supervisor, Board or any committee, member, representative or agent thereof concerning any matter which could adversely affect the continuation of that employee in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have representative(s) of the Association present to advise him and represent him during such meeting or interview. Upon suspension, the employee's salary shall be put into an escrow account, and if cleared of charges, the employee shall be paid the full amount plus interest. Evaluation conferences are excluded from this category.

E. Evaluation of Students

The teacher shall maintain the right and responsibility to determine grades of students within the grading policies of the Knowlton Township School District based upon his professional judgment of available criteria pertinent to any given subject area or activity to which he is responsible. No grade shall be changed without consultation with the teacher.

F. Criticism of Employees

Any question or criticism by a supervisor, Administrator, or Board member of an employee and/or his instructional methodology shall be made in confidence and not in the presence of students, parents, or other public gatherings, in compliance with the Sunshine Law, NJSA 10:4-12.

G. Association Identification

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

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

A. Information

The Board agrees to furnish to the Association in response to reasonable requests from time to time such information as may be deemed by law to be public information.

B. Released Time for Meetings

Whenever any representative of the Association or any employee participates during the working hours in negotiations or grievance proceedings, he shall suffer no loss in pay.

C. Use of School Buildings

The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings and shall request a place and time to hold such meetings. The School Business Administrator shall confirm the location of all such meetings. No approval shall be required. If meetings are held after the custodian's hours, the Association will pay the custodian.

D. Use of School Equipment

The Association shall have the right to use school facilities and equipment, including copiers, computers, laptops, and all types of audiovisual equipment. All employees must sign equipment loan request form to remove equipment from the school property.

E. Mail Facilities and Mail Boxes

The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary with the approval of the Chief School Administrator. Said approval shall not be unreasonably denied.

F. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees, and to no other organizations.

G. The KTEA President /Co-Presidents shall be entitled to 45 consecutive minutes of common planning release time per week for Association business.

ARTICLE VI
TEACHER WORK YEAR

A. Teacher In-school Work Year

1. Ten (10) month personnel

The regular in-school work year for teachers employed on a ten month basis (other than new personnel who may be required to attend an additional one (1) day of orientation) shall not exceed one hundred and eightythree (183) for the school years 2012-2013, 2013-2014, 2014-2015.

2. Definition of in-school work year

The teacher in-school work year shall include days when pupils are in attendance, and orientation and/or in-service days.

3. Inclement weather

Teacher attendance shall not be required whenever student attendance is not required due to inclement weather.

4. In addition to 3 scheduled in-service days, one additional Staff Development day may be added to the annual school calendar. Teacher attendance will be optional and paid at a stipend based on 1/200 of salary.

B. School Calendar

Interim changes in the school calendar may be made by the Board after Consultation with the Association. Each teacher shall be provided with a copy of the subsequent school year calendar prior to the last day of school of the year preceding.

ARTICLE VII

TEACHER WORK HOURS

A. Teacher Day

1. Check-in procedure

As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to “clock in or clock out” by hours and minutes.

2. Length of Teacher Work day

Teachers’ total in-school workday shall be six (6) hours and forty-five (45) minutes which shall include a 30 minute duty-free lunch period. Teacher “load” will be determined by calculating total time spent teaching, handling a duty, and or supervising homeroom.

Teachers without homeroom responsibilities will be scheduled for duties for an amount of time comparable to that required for homeroom supervision, except in cases in which the non-homeroom teacher already has a greater “teaching load” than homeroom teachers.

The Board reserves the right to adjust starting/ending times; consultation with the Association will precede any change in starting/ending times.

3. Preparation Time

Each full time classroom teacher shall be scheduled for one (1) preparation period for each day with a “normal” schedule. One additional preparation period per week will be provided. Preparation periods shall not be less than forty-five (45) minutes in length. These minutes shall run consecutively unless, after review, no other option is available. The Chief School Administrator reserves the right to direct activities of preparation time in case of emergency.

4. Extra pay for extra service

Any teacher who is requested to work beyond the regular teacher In-school work year as defined in ARTICLE VI, or beyond the total in-school workday as defined in paragraphs 2 and 3 above, excepting customary after school activities, shall be compensated at 1/200 of that teacher’s salary or

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fraction thereof, except as otherwise stated in the salary guide addendum. Compensation for overnight class trips will be \$150.00 per night.

5. Any teacher who provides home-bound instruction shall be compensated at the appropriate hourly rate as per Article XXVI.

6. The stipend for Teacher in Charge is to be \$50.00 per day, which is to be prorated based upon hours served.

7. Any teacher who teaches during the Special Education Summer Program shall be paid the appropriate hourly rate as per Article XXVI for scheduled student contact time, including one hour for prep per week.

8. Summer program supervisors and teachers will be paid in accordance with the appropriate hourly rate as per Article XXVI. In addition, they will also be paid for one hour of prep time per week.

B. Teacher Attendance at Evening Functions

1. As part of their responsibilities, teachers will participate in customary all-school activities that require extended hours beyond the normal work day. In these instances, no additional financial compensation will be paid, but in some instances, compensatory release time will be given. Any earned compensatory release time must be used within the current school year unless agreed to by the CSA in writing.

2. Events or activities requiring teacher attendance in the evening will be included in the annual school calendar, when possible, although these dates may be changed due to extenuating circumstances.

C. Leaving the Building

Employees may leave the building, without requesting permission, during their scheduled duty free lunch periods, but must sign out and in.

D. Meetings

1. Faculty and Other

Teachers may be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending faculty or other professional meetings no more than two (2) days each month. Such

Article VII

meetings shall begin no later than fifteen (15) minutes after the student dismissal time and the combined duration of such meetings shall be no more than one hundred twenty (120) minutes. Each meeting shall be limited to a maximum of sixty (60) minutes.

Professional meetings shall include committee meetings for curriculum revision, grade level meetings, grade-to-grade articulation, etc. A calendar for meetings shall be given to all teachers at the first teacher day in September.

2. Prior to holidays and weekends

Meetings which take place after the regular in-school workday and which require attendance shall not be called on Fridays or on any day immediately preceding any holiday, or other day upon which teacher attendance is not required at school, except in cases of an emergency involving the health and safety of students and teachers.

3. Notice and agenda

Notice of an agenda for any meeting shall be given to the teachers involved at least two (2) days prior to the meetings, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.

E. Field Trips

Written permission for field trips shall be obtained from the Chief School Administrator to guarantee insurance coverage as a school sponsored activity. For participation in overnight field trips, participating teachers shall be compensated for dinner only.

ARTICLE VIII

SUBSTITUTE COVERAGE

A. Coverage

1. The Board agrees to provide paid teacher coverage of classes in the event a regular substitute is not available. While teachers have the option of accepting or refusing coverage, teachers are encouraged to accept coverage when requested in order to contribute to the overall smooth operation of the school. Every effort will be made to see that a substitute teacher is obtained.

2. If and when teachers are asked to cover classes, they will be paid at the rate of \$25.00 per period. The Chief School Administrator will keep a record of teacher coverage pay due. The following guidelines will apply regarding paid coverage:

a. If a teacher covers a class/activity during his/her prep period or lunch period, the coverage is at \$25 per period.

b. If a class is “doubled up” and taught by a teacher who is normally scheduled to teach that period anyway, the coverage is at \$25 per period.

c. Teachers who have extra free periods due to a class being away on a field trip may be scheduled to cover classes on the same day at no coverage pay, unless the number of classes covered exceeds the number of free periods. Free periods will not carry over to subsequent days for use as non-paid class coverage.

d. Coverage of 15 minutes or less will not be paid unless such coverage occurs more than 3 times a month. Such type coverage shall be incidental and the administration shall assign such only in cases of unforeseen circumstances.

e. Coverage pay will not be paid when “pull out” classes are cancelled, and students remain in class instead of going to the “pull out” activity. However, a substitute will be requested for those special class teachers, when practical. Lesson plans are to be provided for the special classes.

f. Coverage must be approved in advance by a building Administrator, who will then see that the time is entered in the log book.

g. Teachers may request payment of accrued coverage pay in December and/or June.

ARTICLE IX

NON-TEACHING DUTIES

A. Intent

The Board and Association acknowledge that a teacher's primary responsibility is to teach and that his energies should, to the extent possible, be utilized to this end.

ARTICLE X

EMPLOYEE EMPLOYMENT

A. Credit for Experience

Effective with teachers hired following ratification of this agreement, prospective teachers may be granted up to five years of credit on the salary guide for past experience in public schools. For prospective teachers with no previous public school experience, credit on the guide may be granted at the discretion of the CSA and notification will be provided to the Association President of the placement on the guide.

B. Returning to the District

A teacher with previous teaching experience in the Knowlton Township School District shall, upon returning to the system, receive full credit on the salary schedule for all full time public school teaching experience or military experience.

C. Previous sick Leave Accumulation

Previous accumulated unused leave days shall be restored to all returning employees, who have been granted a leave of absence by the Board of Education.

D. Notification of Contract and Salary

Employees shall be notified of their contract and salary status for the ensuing year in accordance with the law, which is currently May 15th.

ARTICLE X

E. Part Time Employees

Employees employed on a part-time basis will work each week of the school year and will receive salary directly proportionate to their days of employment. Salary will be determined based on the total number of days worked in each school year in accordance with the annual school calendar. Part-time employees shall receive 12 sick days per year with the understanding that if a part-time employee works less than 5 days per week their contractual entitlement of sick leave shall be pro-rated according to the days/per week that the employee works. For example if an employee works 3 days per week, his/her allotment of sick days would be $\frac{3}{5}$ of 12 days rounded to the next highest half day, or 7.5 days. Likewise, $\frac{1}{5}$ would be 2.5 days, $\frac{2}{5}$ would be 5 days and $\frac{4}{5}$ would be 10 days.

ARTICLE XI

TEACHER ASSIGNMENT

A. Notification

All teachers shall be given written notice of their salary schedules, and, if applicable, tentative class and/or subject assignments and room assignments for the forthcoming year not later than the end of the school year. A list of said schedules and assignments shall be simultaneously sent to the Association, subject to change. The teacher and the Association shall be notified in writing as soon as possible of any such changes.

ARTICLE XII

VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Notification of Vacancies

1. Date

The Chief School Administrator shall deliver to the Association in the school building a list of the known vacancies which shall occur during the following school year as soon as known.

ARTICLE XII

2. Filling requests

Teachers who desire a change in grade and/or subject assignment may file a written statement of such desire with the Chief School Administrator. Such statement shall include the grade and/or subject to which the teacher desires to be assigned. Such requests for reassignments for the following year shall be submitted not later than April 30th or when applicable.

ARTICLE XIII

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Notice

Notice of an involuntary transfer or reassignment shall be verbally given to teachers as soon as practicable.

ARTICLE XIV

EMPLOYEE EVALUATION

A. Committee

A committee comprised of the officers of the KTEA and officers or other members of the KTBE shall be established to recommend evaluation procedures for tenured and non-tenured teachers to the Board. The Chief School Administrator will be responsible for calling the session to order, and the committee shall meet during the first quarter of every even-numbered year, to be held beyond the normal school day.

B. Non-tenured Teachers

Non-tenured teachers shall be evaluated by their immediate superior at least three times in each school year, to be followed in each instance by a written evaluation report and by a conference between the teacher and his immediate superior for the purpose of identifying any deficiencies, extending assistance for their correction and improving instruction. Each evaluation shall consist of at least one classroom observation report.

Article XIV

C. Custodians/Maintenance Workers

1. Custodians and maintenance workers shall be evaluated at least twice per year, in writing, by the Chief School Administrator or School Business Administrator.

D. General Criteria

1. Open Evaluation

All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee.

2. Evaluation by certified supervisors

Teachers shall be evaluated only by persons certified by the New Jersey State Board of Examiners to supervise instruction.

3. Copies of evaluation

An employee shall be given a copy of any class visit or evaluation report prepared by his evaluator at least one day before any conference to discuss it. No such report shall be submitted to the central office, placed in the employee's file or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.

E. Reports

Evaluation reports shall be presented to each employee by his immediate superior in accordance with the following procedures:

1. Such reports shall be presented by the immediate superior based on a compilation of reports and observations by any or all supervisory personnel who come into contact with the employee in a supervisory capacity.

2. These reports shall be addressed to the employee.

Article XIV

3. Portions of such reports shall be written in narrative form and shall include, when pertinent:

a. strengths of the employee as evidenced during the period since the previous report.

b. weaknesses of the employee as evidenced during the period since the previous report.

c. specific suggestions as to measures which the employee might take to improve his performance in each of the areas wherein weaknesses have been indicated.

F. Derogatory material

No material derogatory to an employee's conduct, service, character or personality shall be placed in his personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Chief School Administrator or his designee and attached to the file copy.

After 5 years, any derogatory comments or unsatisfactory supplemental information in an individual's personnel file will be removed and destroyed. However, it is understood that employee observations and evaluations will remain in the employee's permanent personnel file.

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

G. Termination of employment

Final evaluation of an employee upon termination of his employment shall be concluded prior to severance and no documents and/or other material shall be placed in the personnel file of such employee after severance or otherwise than in accordance with the procedures set forth in this ARTICLE.

ARTICLE XV
TEACHER FACILITIES

A. Listing of Facilities

The school shall have the following facilities:

1. Space for each teacher within each instructional area in which he teaches to store his instructional materials and supplies.
2. The Board will attempt to provide, within budgetary limits, adequate teaching supplies.
3. A private faculty room shall be provided, with a private phone, the base rate of which shall be paid by the Board of Education.

ARTICLE XVI
ASSOCIATION-ADMINISTRATION LIAISON

A. Organization

The Teacher Liaison committee shall meet with the Chief School Administrator and Principal at a mutually agreed upon time once a marking period unless mutually agreed it is not needed.

B. Areas for consideration

Areas for consideration at these meetings shall include, but not be limited to, decisions regarding:

1. Administration of this Agreement.
2. Curriculum, instruction, in-service, and other areas of professional concern.
3. Revision and development of building policies and practices.

ARTICLE XVII

SICK LEAVE

A. Accumulative

All teachers employed shall be entitled to 12 illness days each school year as of the first official day of said school year whether or not they report for duty on that day. These days may be for personal or family illness. Unused sick leave days for personal/family illness shall be accumulated from year-to-year with no maximum limit.

B. Notification of Accumulation

The Board shall provide a written accounting of accumulated sick leave at the beginning of each school year for every teacher.

C. Retirement

Upon retirement or death, teachers or their beneficiaries shall be compensated for their accumulated sick leave as follows:

All accumulated unused sick days, in accordance with the tabulation provided in paragraph B above, shall be computed on a one for one basis regardless of the year(s) in which the unused days were accumulated. Each unused accumulated sick day shall be exchanged for payment at \$40 per day. For employees hired after July 1, 2009, the maximum payment will be \$5,000.

D. Also eligible to receive compensation for their accumulated unused sick days shall be those teachers who leave the district after a minimum of twenty (20) years of service in the district unless severed for cause. The computation will occur as stated in paragraph C above.

E. Sick Bank Leave

A sick bank shall be available for participating KTEA members to assist employees who experience a "catastrophic health condition or injury" and have exhausted their pay leave benefits. The bank shall allow employees to voluntarily donate sick leave to said bank by submitting the sick bank enrollment form by May 31st for the upcoming school year. In order to be eligible for the sick bank, employees must meet the criteria established by the sick bank committee (3 KTEA members and 3 Board of Education members). Sick bank leave is subject to the purpose, definitions, and guidelines established in Schedule C of the contract. The committee shall establish definitions, standards and procedures as it deems appropriate for the operation of the sick leave bank.

Article XVII

These shall include, but are not limited to, eligibility requirements for participation in the sick leave bank and conditions under which the sick leave time may be drawn. No day of leave which is donated to the sick leave bank by employee shall be drawn by that employee or any employee from the sick leave bank unless authorized by the committee in order to provide sick leave. No decisions of the sick leave bank committee will be subject to the grievance or arbitration process otherwise afforded through this contract. The Sick Leave Bank document is subject to change per the terms of the Sick Bank Committee. If an employee is interested in applying for sick bank leave, the employee must contact the Business Administrator for the application forms.

ARTICLE XVIII

PERSONAL LEAVE

A. Reasons

1. In addition to the leaves granted under B. of this ARTICLE each employee may request to be excused without loss of pay for not more than 3 days per school year for personal business. Employees will not be required to state the reason for requesting personal days.

2. Requests for personal leave should be made in writing as far in advance as possible but no later than 2 days before the day requested except emergency days. In an emergency, the request should be made to the Chief School Administrator by telephone or other means of communication.

3. The Chief School Administrator shall notify the employee of approval or disapproval. Personal leave days shall not be arbitrarily withheld. It is agreed, however, that no more than five employees shall be granted an approved personal leave day on the same date. The Chief School Administrator has the sole discretion to waive this restriction in cases of emergency or extreme hardship. Requests for approved personal leave days will be processed on a first come, first served basis.

4. \$250 bonus will be given to any employee with perfect attendance (no sick or personal days) except for professional days.

5. Any personal days earned, but not used within that current school year shall be defined and credited as accumulated unused sick days.

6. Employees will not be allowed to use personal days in ½ day allotments.

Article XVIII

B. Death

1. Five days leave to be granted to each employee for death in the Immediate family. Immediate family will be considered as: Mother, Father, Step- parents, sister, brother, wife, husband, child, and/or other person residing with the employee. Three days leave will be given on the death of mother-in-law, father-in-law, grandmother, grandfather, daughter-in-law, son-in-law, sister-in-law, brother-in-law, and/or grandchildren.

2. One day leave to be granted for the death of others related to employee but not considered immediate family.

ARTICLE XIX

EXTENDED LEAVES OF ABSENCE

A. International and Federal Programs

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

B. Outside Teaching

A teacher of tenure shall be granted a leave of absence without pay for up to one (1) year to teach in an accredited college or university. A teacher is entitled to only one such leave.

C. Military

Military leave without pay shall be granted to any employee who is inducted or enlists in any branch of armed forces of the United States for the period of said service and three (3) months thereafter, or three (3) months after recovery of any wound or sickness at time of discharge. A similar leave shall be granted to an employee whose spouse is inducted to join him for the period of special training, in preparation for duty in combat zones.

The Board shall be notified of all leaves cited under ARTICLE XX as listed above by April 30th. The employee's return shall be in the Fall term of the school year.

ARTICLE XIX

D. Maternity and Adoption

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

1. An employee who is pregnant shall notify the Chief School Administrator as to the dates requested for this leave.
2. Request for maternity leave of absence shall be made by completing a "Letter of Request" and presenting it to the Chief School Administrator no later than eight weeks prior to the requested date of the leave. The employee shall give the Chief School Administrator notice of her anticipated delivery date at least four (4) months prior to said date.
3. The effective date of the leave shall be both in the best interest of the school and consistent with the health and welfare of the employee. If the requested maternity leave is to be preceded by a paid "sick leave" or disability period, the effective date of the unpaid maternity leave or non-disability leave becomes effective immediately upon the conclusion of the paid "sick leave" or disability period.
4. The leave of absence for a teacher under tenure may extend, at a maximum, for the remaining portion of the school year in which the maternity leave commenced, plus one (1) additional full school year. If the tenured teacher elects to take the maximum allowable leave, a return to employment at the beginning of the next school year following the expiration of the approved leave shall be required.
5. The Board is under no obligation to continue the employment of a non-tenure employee beyond the contracted period so long as the non-renewal of employment is not based solely upon a condition of pregnancy or childbirth. The maternity/child rearing leave period shall not be counted for tenure purposes.
6. Accumulated sick leave, as prescribed by law, will apply, but only to the extent of the sick leave accumulated while employed at Knowlton Township Elementary School. Accumulated sick leave may only be used during periods of actual disability. All other periods during which an employee is away from work as a result of child bearing or childrearing shall be deemed unpaid maternity leave. For the purpose of this article, an employee is entitled to a presumption of disability thirty days before and thirty days after the birth of her child.

Article XIX

7. Application for returning to work shall be made to the Chief School Administrator in writing 90 calendar days prior to the date on which she plans to return, within the allowable time provided in paragraph D.

8. Upon return, the teacher's placement shall be determined, as of the date the leave commenced, on the appropriate step as set forth on the Schedule contained within Article XX – Paragraph H, with all benefits previously accrued.

9. Any tenure employee adopting an infant child shall receive similar leave which shall commence upon the employee receiving de facto custody of said infant, or earlier, if necessary to fulfill the requirements for the adoption.

E. Illness in Family

A leave of absence without pay or *benefits* of up to one (1) year shall be granted for the purpose of caring for member of the employee's immediate family (being employee's father, mother, children and spouse) who is critically ill and provides medical verification. Additional leave may be granted at the discretion of the Board.

F. Political

The Board shall grant a leave of absence without pay or benefits to any employee to campaign for or serve in the public office of New Jersey State Assembly person, State Senator, N.J. Governor, U.S. Senator, U.S. Congressman, and President.

G. Good Cause

Other leaves of absence without pay or benefits may be granted by the Board for good reason.

H. Return from Leave

Upon return from a leave of absence granted under this article, a teacher's placement on the salary schedule shall be determined by the number of days worked in the school year in which the leave commenced. The teacher's placement on the salary schedule on the September 1 following the return from the leave of absence shall be determined by the number of days worked in the school year in which the teacher returned from the leave of absence. Both of these salary schedule placements shall be determined by the following formula:

Article XIX

0 - 89 days worked – no advance on guide
90 or more days worked - advanced one step on guide

For purposes of calculating days worked, any days for which a teacher was paid shall be considered as worked. Additionally, the teacher currently on the half step will advance to the next full step of the salary guide.

No increase shall be granted on return from a leave, if the leave of absence is begun and ended in the same school year.

I. Extensions and Renewals

All extensions or renewals of leaves shall be applied for in writing and answered in writing. Except in emergency, requests for renewals or extensions of leaves shall be made at least 60 days prior to the starting date of the extension or renewal. The Board shall notify the employee as to its determination within 30 days.

J. Employees granted leave for jury duty will not have the time counted against personal days and compensation for jury duty will be returned to the Board in return for no loss of pay.

ARTICLE XX

SABBATICAL LEAVES

A. Purpose

A sabbatical leave shall be granted to a teacher by the board for study, for travel, or for other reasons of value to the school system.

B. Conditions

Sabbatical leave shall be granted, subject to the following conditions:

1. Percentage of teachers

If there are sufficient qualified applicants, sabbatical leaves shall be granted to a minimum of one (1) teacher at any one time.

2. Requests

Requests for sabbatical leave must be received by the Chief School Administrator in writing in such form as may be mutually agreed on by the

Article XX

Association and the Chief School Administrator, no later than January 1, and action must be taken on all such requests no later than February 1, of the school year preceding the school year for which the sabbatical leave is requested.

3. Minimum time to qualify

The teacher must have completed seven (7) full school years of service in the Knowlton Township School District.

4. Pay

A teacher on sabbatical leave (either for one-half of a school year with a minimum of 12 credits or for a full school year with a minimum of 21 credits) shall be paid by the board at fifty (50%) percent of the salary rate which he would have received if he had remained on active duty if said leave is for study and at zero (0%) percent if for travel or other reason.

5. If sabbatical leave is granted, the teacher has a 1 year service obligation or will be required to reimburse the board for pay and benefits, except in the following circumstance:

- Serious illness of a teacher or a family member certified by a physician where the teacher is required to care for the family member.
- Any other verified personal, unforeseen emergency necessitating termination of employment and providing no other employment as a teacher.
- Death of an employee.

ARTICLE XXI

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. Purpose

In our rapidly changing society, teachers must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change and other topics related to education. The Board recognizes that it shares with its professional staff responsibility for the upgrading and updating of teacher performance and attitudes. The Board and the Association support the principle of continuing training of teachers and the improvement of instruction. The parties further agree that each teacher should fulfill the obligation for professional improvement in ways that best serve his own problems, functions, interests, and needs.

B. Professional Development Day

1. Each teacher shall be entitled to a minimum of one professional day each school year, in addition to any professional day(s) that may be assigned by the Superintendent.

2. A teacher may attend a 2-day workshop if granted permission by the Superintendent.

3. Reimbursement by the Board for the combined costs of travel and registration fees shall not exceed \$225.00 for a one day workshop and \$450.00 for a two day workshop.

C. Programs

The Board agrees to the following:

1. In addition to the three regular full day workshops, each school year the administration will also schedule two (2) in-service workshops for the sole purpose of professional development. These shall be on early dismissal days.

2. Pay expenses for required training, except that reimbursement will not apply to courses necessary to complete emergency certification requirements.

To pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher is requested by the administration to take.

Should the Chief School Administrator request a teacher to attend a professional meeting, workshop, or in-service seminar on a non-school day, such teacher shall be entitled to a per diem stipend of up to \$50, which shall be over and above reimbursement for registration, travel, meals, or any other expenses directly related to the meeting. The Chief School Administrator shall have discretionary authority in the applicability of this policy. The teacher shall have the right to refuse such attendance.

3. Professional Library

To expend up to three (3) dollars per teacher each school year to purchase educational publications for use by the professional staff for professional development and educational improvement. The Board shall provide adequate space for housing said books and materials in convenient and readily accessible locations.

4. Experimentation

The Association and the Board have a mutual responsibility to promote better instruction. The Board welcomes Association participation in all aspects of strengthening the education program to best meet the needs of the students and the community.

5. When attending the NJEA convention, each employee may purchase school related material up to the amount of \$25.00 which will be fully reimbursed by the Board of Education. A receipt and the material will be presented to the Chief School Administrator.

6. Each teacher will be entitled to \$50.00 per year for teaching activity supplies. Such money will not be used for general teaching supplies, but for special classroom projects.

D. Reimbursement for College Credits

The Board and the Association agree to a continued commitment to further professional development, and acknowledge a fund of \$10,000 for each of the next three contract years. This will be budgeted for reimbursement of tuition for accredited undergraduate/ graduate courses for teachers (excluding courses being taken to attain certification for which the teacher was hired); and for registration fees for summer courses. The following conditions will prevail:

1. Tuition reimbursement will include accredited undergraduate/ graduate, video and online courses. The money for tuition reimbursement will be disbursed as follows with a \$900 cap per course per semester.

- a. For the year, the fund of \$10,000 will be disbursed in three equal allotments of \$3,000 for each semester and \$1,000.00 for summer workshops. The distribution of funds will be based on the funding available for that period divided by the number of credits eligible for reimbursement for that period, but not to exceed the actual cost of tuition. For example, if three thousand (\$3,000) dollars were available and teachers submitted approved reimbursement requests for 12 credits, each credit would be worth \$250.
- b. Summer workshops will be granted on first come, first serve basis; workshop reimbursement is not to exceed \$200.00 per teacher. Teachers may apply for a second workshop, July 15 or later. If a balance remains in the

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summer workshop fund, the money will be equally distributed to cover cost of workshops exceeding \$200.00.

- c. Unused funds will roll over to the next semester.
- d. If a balance remains from summer workshop and tuition money; it will be disbursed equally (amount of money divided by the total number of credits) to the college course participants (on a pro-rated basis to part-time teachers) at the end of that fiscal year, this amount is not to exceed the cost of tuition.
- e. Should there be any unused funds at the end of the school year, those funds shall be retained by the district.
- f. At the end of the fiscal year, the Association will receive an itemized list of reimbursements listing the summer workshops and college courses which teachers participated.
- g. Tuition reimbursement which is paid to a teacher shall be repaid to the district by the teacher in the event the teacher voluntarily terminates employment within one year of course completion, except in the following circumstances:
 - Serious illness of a teacher or a family member certified by a physician where the teacher is required to care for the family member.
 - Any other verified personal, unforeseen emergency necessitating termination of employment and providing no other employment as a teacher.
 - Death of a teacher.

2. The course or workshop must have prior written approval from the CSA, whose approval or disapproval shall be final. The course or workshop must be in the field of education. In determining approval/disapproval, the CSA shall consider the relative benefit of the course or workshop as it relates to the overall effective operation of the school district. Teachers who are on approved sabbatical leave are eligible for tuition reimbursement under the same terms and conditions herein

3. Reimbursement to teachers will be made upon presentation of evidence of successful completion of such study. Evidence of successful completion shall be in the form of a grade sheet issued by the institution. Successful completion will be based on attainment of a grade B or PASS issued by the institution.

Article XXI

4. Board will make adjustment to proper step on guide upon teacher attaining the necessary credits. This adjustment is to be made on September 1st or January 1st, whenever the teacher has attained these credits. Transcripts must be produced by February 28th for an increase by September 1st and by October 31st for an increase by January 1st. There will be no horizontal movement on the salary guide for undergraduate credits, except for those teachers who have already moved horizontally on the guide with the aid of undergraduate credits as of June 30, 1986.

5. In the case where the monies available within the tuition reimbursement fund or the workshop registration fee fund are insufficient to cover all teachers who have applied for such reimbursement, then the available monies within the fund will be distributed on an equal basis. In no cases, will the Board's total reimbursement of tuition and/or summer registration fees exceed the monies available within each fund for that contract year. Monies from one fund may not be transferred into another for any purpose whatsoever.

6. Teachers planning to enroll in summer workshops for which registration fee reimbursement will be sought must apply, using the approved form, no later than June 1st for the coming summer. The CSA will approve/disapprove the summer workshop for reimbursement of registration fees no later than June 15th.

7. Part-time teachers will receive tuition reimbursement on a prorated basis.

E. Educational Workshops

As an additional incentive for teachers to gain increased knowledge of teaching skills through their attendance at educational workshops, the Board will award to the teacher one (1) credit on the local salary guide for every 15 hours of workshops attended, subject to the following provisions:

1. The workshop attended must be on the teacher's own time. Workshops attended as part of an approved professional day would not qualify.

2. If the teacher anticipates that attendance at a workshop would qualify towards the 15 hour requirement, notification to and PRIOR WRITTEN approval by the Chief School Administrator must be obtained.

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3. In determining eligibility of workshops to be credited under this policy, the Chief School Administrator will consider the relative benefits to be gained by the teacher and/or the school district. Final approval or disapproval of credit eligibility rests with the Chief School Administrator.

4. This policy does not preclude the teacher from being reimbursed for related registration and/or travel expenses.

F. Other

1. Compensation for team leaders will be an additional professional day.

2. Local professional development chairperson shall receive an additional professional day.

3. Under the state's provisions for the certification of first-year teachers, a mentor is required. The Board of Education will post all mentor vacancies. The Board may employ a mentor either from within or outside of the Knowlton Township School District's faculty. The State Department of Education will determine the rate to be paid and will designate the party responsible for payment. Mentors will be paid according to state guidelines. The mentor will be released for up to five (5) teaching periods per year for observation purposes, subject to advance approval by the CSA. These will be in addition to observations that are conducted during the mentor's personal preparation periods.

4. Employees will be paid a stipend of \$250.00 a year for state mandated positions, including HIB specialist.

ARTICLE XXII

PROTECTION OF EMPLOYEES, STUDENTS AND PROPERTY

A. Unsafe and Hazardous Conditions

Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.

Article XXII

B. Reporting Assaults

1. Employees

Employees shall immediately report cases of assault suffered them in connection with their employment to the Chief School Administrator.

2. Administrator

The administrator shall comply with any reasonable request from the employee for information in the possession of the administrator relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the employee, the police, and the courts, in accordance with the law.

ARTICLE XXIII

INSURANCE PROTECTION

A. Health Care Coverage

The Board shall pay full premium for each employee and, in cases where appropriate, for family-plan medical insurance coverage, subject to all conditions and requirements of the current health/dental insurance carrier. The Board shall also pay the full premium for each employee and, in cases where appropriate, for family plan dental insurance coverage (\$1,250 dental/\$1,000 orthodontics), subject to all conditions and requirements of the current dental plan carrier. Part-time employees who work less than 80% time will be pro-rated.

The Board shall pay full premium for all employees hired for the 1999-00 school year or later for single medical and dental insurance coverage, subject to all conditions and requirements of the current health/dental insurance carrier. For employees hired after September 1, 1999, employees electing family/dependent coverage will contribute 25% of the differential between open access point of service plan single and dependent premiums. Employees hired after September 1, 1999 who elect traditional dependent coverage, will contribute 50% of the differential. The Board will pay the balance of the premium for the additional coverage. Part time employees who work less than 80% time will be pro-rated.

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Employee contributions for medical/dental insurance: The Board and Association acknowledge the serious problem of rising medical/dental rates; therefore, it is agreed that beginning with the 2000-01 school year, employees will share in covering medical and dental insurance rate increases, as follows:

Rate increase of less than 5%: no contribution
Rate increase of 5.0% to 7.99%: contribution of 40% of increase
Rate increase of 8.0% to 11.99%: contribution of 33% of increase
Rate increase of 12% or higher: contribution of 25% of increase

Increases for medical insurance will be calculated separately from increases for dental insurance; the chart above applies separately to both coverages.

It is specifically agreed that any dividend, premium holiday, and or premium reduction provided by the carrier accrues solely to the benefit of the Board of Education.

In the case when an employee contribution is required, employees will have the choice of reimbursing the Board by a single lump sum payment, payable by December 31st of the applicable year, or on a monthly basis through automatic payroll deduction.

For the purpose of calculating increases, the Board shall provide the association in the Spring of each year with the official health and dental carrier rates for the coming year. Should there be a change in carrier(s) in the future, similar rate sheets will be made available.

B. Effective July 1, 2012, each member will contribute towards the premium for his/her medical plans the greater of:

- a. 1.5% of their base salary, or
- b. The percentage of the premiums mandated by Ch. 78, P.L. 2011 (using the appropriate implementation year), or
- c. The premium contribution mandated by paragraph A, above.

The medical premium contributions will be re-calculated each year in July, and made effective in September.

C. The Board agrees to establish a separate fund for the reimbursement of incidental expenses incurred by employees. The medical reimbursement amount will be \$175 per year for the life of the Agreement. Any medically-related incidental expense will qualify for reimbursement, provided a receipt and a

properly completed voucher for said expense is presented to the School Business Administrator. In cases in which the established dollar limit for reimbursement of medically-related expenses has not been reached, then up to \$175 of each employee's fund may be used for the reimbursement of any education-related expense, provided a receipt and properly completed voucher is presented to the School Business Administrator. Any unspent monies within this reimbursement fund shall accrue to the Board.

D. The Board shall provide to each employee a description of the health-care insurance coverage provided in this ARTICLE, no later than July 1st of the school year, which shall include a clear description of conditions and limits of coverage as listed above, depending on availability from carrier.

E. Insurance Waiver

A health insurance waiver incentive program will be created. Employees who have alternate insurance may choose to waive coverage. Employees who waive coverage will receive 50% of open access point of service plan premium cost as of January 1 based upon the plan in which the employee had been enrolled for the previous 6 months (absent a life changing event). Waiver is on an annual basis and employees may opt in or out during an annual open period. If an employee opts out for a partial year (due to a life changing event), the incentive will be provided on a pro-rated basis. Payments will be made as follows: 50% of the amount on December 31 and the remainder on June 30 of each year.

F. NJEA's Recommended Disability Carrier Meetings

The Chief School Administrator shall permit representatives of the NJEA's Recommended Disability Carrier's Income Protection Plan to meet with employees for the purpose of enrolling new members and permitting present members to adjust their coverages at meetings on a district or building level at the request of the Association. Requests for such meetings shall be made no more than once a year. It is agreed that the NJEA's recommended disability carrier's representative shall be permitted a minimum of twenty (20) minutes for the meetings after school hours.

G. Dependent Care Spending Account

In accordance with Chapter 78, P.L. 2011, the Board will provide Employees with a Flexible Spending Account (FSA) option for qualified healthcare expenses as specified under Section 125 of the IRS tax code. Additionally, the Board will offer a Dependent Care Spending Account option

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which can be used for certain expenses to care for eligible dependents while the employee is at work. Dependent and service provider eligibility is in accordance with IRS Publication 503 Child and Dependent Care Expenses. Funds not used by the employee by the end of the plan year revert to the Board. Unlike the medical FSA, Dependent Care Spending Accounts are not "pre-funded"; employees cannot receive reimbursement for the full amount of the annual contribution on day one of the plan year. Employees can only be reimbursed up to the amount they have had deducted during the plan year.

ARTICLE XXIV

SALARIES

A. Salary Schedule

The salary of each teacher covered by the Agreement is set forth in Schedule A, which is attached hereto and made a part hereof.

1. Any teacher shall receive longevity as follows:

After the completion of 19 years,	\$1500.
After the completion of 24 years,	\$2000.
After the completion of 29 years,	\$2500.

Longevity shall be non-cumulative, however, any employee presently receiving cumulative longevity payments as of 6/30/05 shall be frozen at their longevity payment.

2. Part-time teachers will receive full longevity.

B. Procedure for withholding Increments

Regular salary guide increments excluding adjustment may be withheld for inefficiency or other just cause related to the performance of duties.

C. Method of Payment

1. Employees covered by this agreement shall be paid on the 15th and 30th of the month. When payday falls on or during a school holiday, vacation, or weekend, employees shall receive their pay checks on the last school day prior to the holiday, vacation, or weekend. Each employee shall receive his/her final

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paycheck or have his/her final direct deposit made on the last working day in June.

2. Teachers shall have the option of a 10 month or summer pay program. Option shall be available for the entire term of this agreement. Teachers must give notice to the School Business Administrator by June 1 of each year for the upcoming year.

3. The Board agrees to deduct monies from teachers' salaries for deposit at either the Hope Bank or the Tri-Co Federal Credit Union, under the optional summer payment plan.

D. Association Payroll Dues Deduction

1. The Board agrees to deduct from the salaries of its employees, dues for the Knowlton Township Association, the Warren County Education Association, the New Jersey Education Association or the National Education Association as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233 N.J. Public Laws of 1969 (NJSA 52: 14-15.90) 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 Knowlton Township Education Association by the 15th of each month following the monthly pay period in which deductions were made.

2. Each of the associations named 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 the Board written notice prior to the effective date of such change.

E. Local, State and National Services

The Board agrees to deduct from employee's salaries money for local, state and/or national association services and programs as said employees individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to such association or associations. Any employee may have such deductions discontinued at any time upon sixty (60) days' written notice to the Board and the appropriate association. These programs are restricted to Pension Annuity Fund and Loans, NJEA's recommended disability carrier, and NEA Life Insurance.

ARTICLE XXV

MISCELLANEOUS PROVISIONS

A. Nondiscrimination

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 employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status or sexual orientation.

B. Board policy

This agreement constitutes policy of the Board for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as policy of the Board.

C. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

D. Compliance between Individual Contract and Master Agreement

Any individual contract between the Board and an individual employee 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.

E. Printing Agreement

The Board will provide copies of this agreement electronically to all employees or will print it by request within thirty (30) days after the agreement is signed. The Agreement shall be presented to all employees now employed, hereafter employed, by the Board within this contract period.

F. Notice

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this agreement, either party shall do so by registered letter at the following addresses:

1. If by Association to Board at Knowlton School or School Business Administrator's Home
2. If by Board to Association at Knowlton School or K.T.E.A. Secretary's Home Address

G. Agency Fee

1. Upon receipt of written authorization, the Board shall deduct a representation fee from the wages of each employee who is not a member of the Association and shall remit the monies collected to the Association once each month, not later than the 15th of the month.

2. The Association agrees to indemnify and hold harmless the Employer from any causes of action, claims, loss of damages incurred as a result of this clause.

3. Any employee in the bargaining unit on the effective date of this Agreement who does not join the Association within 30 days thereafter, any new employee who does not join within 30 days of initial employment within the unit and any employee previously employed within the unit who does not join within 10 days of reentry into employment within the unit shall as a condition of employment pay a representation fee to the Association by automatic payroll deduction.

4. The representation fee shall be in an amount equal to 85% of the regular Association membership dues, fees and assessments as certified to the Board by the Association. The Association may revise its certification of the amount of the representation fee at any time to reflect changes in the Association membership dues, fees and assessments. The Association entitlement to the representation fee shall continue beyond the termination date of this agreement so long as the Association remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor Agreement between the Association and the Board.

5. For the purpose of this provision, employees who are reappointed from year to year shall be considered to be in continuous employment.

6. The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:15A-5.4(2) © and (3) (L. 1979, c.477), and membership in the Association shall be available to all employees in the unit on an equal basis at all times. In the event the Association fails to maintain such a system or if membership is not so available, the Board shall immediately cease making said deductions.

7. On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.

ARTICLE XXVI

EXTRA-CURRICULAR SALARIES / HOURLY RATES

Extra curricular activities to be paid on a “per session” (one hour) basis shall include but not necessarily be limited to the following:

- GYM CLUB
- ART CLUB
- SCHOOL BAND
- CHORUS
- COMPUTER CLUB
- SUMMER PROGRAM SUPERVISOR AND TEACHERS

Effective July 1, 2012 through June 30, 2015 the hourly rate will be \$38 per hour.

Other extra-curricular activities will be paid on an annual stipend basis that shall include but not necessarily be limited to the following:

	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
Ski Club Advisor	\$900.00	\$900.00	\$900.00
Ski Club Assistant	\$650.00	\$650.00	\$650.00

ARTICLE XXVII

CUSTODIAL/MAINTENANCE WORKERS

In addition to previous language, the following language pertains to custodial/maintenance workers only.

A. Custodial/Maintenance Workers Work Year

1. Work Year

The work year for full time custodial maintenance employees shall be 12 months. The work day for custodial maintenance employees shall include a 15 minute duty free break to be scheduled as nearly as possible at the mid-point of the shift prior to the employee's 30 minute duty free lunch, or if employed for half-time or less at the mid point of the employee's shift.

2. Vacation

Custodians and maintenance workers shall be entitled to vacation based on the following schedule: one to five years of employment, two weeks' vacation will be granted; six to 15 years of employment, three weeks' vacation will be granted; 16 or more years of employment, four weeks' vacation will be granted. This schedule pertains to all custodians and maintenance workers hired full time after July 1, 1992; full time custodians and maintenance workers hired prior to July 1, 1992, will maintain their present vacation benefit of four weeks per year. Vacations that will be scheduled during the period of July 1 to within one week of the end of August, after one year's service, shall be submitted to the Chief School Administrator for approval prior to June first. Vacation during other times of the year must be approved by the superintendent.

3. Holidays

Custodial/maintenance employees shall be entitled to the following holidays: New Year's Day, Martin Luther King Day, President's Day (to be the same as the teacher holiday), Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, and the day after Christmas. In addition, on New Year's Eve and Christmas Eve, custodial/maintenance employees shall work half of their shifts. When any of the listed holidays fall on a weekend, employees shall receive the following Monday or preceding Friday as a paid holiday, unless it conflicts with the school schedule, these holidays will then be given at the discretion of the superintendent.

4. School Closings

Days when school is closed due to inclement weather, custodians will report to work and will work for four hours, but this day will be counted as a full day (assuming that all storm-related work is completed as directed by the superintendent or his designee). In the event of a New Jersey state of emergency and the closing of the school, custodians/maintenance workers will not be penalized or required to report for work.

B. Custodial and/or Maintenance Workers Terms and Conditions

1. Forty (40) hours custodian and/or maintenance workers time per week; 1-1/2 regular pay for hours over 40. Daily hours shall be determined by the Chief School Administrator or School Business Administrator. The custodian and/or maintenance workers will have a half-hour lunch period and one fifteen minute break, to be included in the eight (8) hour work day.

2. Notice of absence, due to illness, shall be reported to the Chief School Administrator or to the School Business Administrator.

3. A custodian and/or maintenance worker shall be on duty at school when regular Board meetings are held.

4. The Chief School Administrator will notify the custodians and/or maintenance workers of community or school affairs they must attend.

5. No overtime shall be paid unless the employee received permission to work from the Chief School Administrator. The date, time, and nature of the work shall be recorded and reported to the Board.

6. Sick leave: As per Board policy, custodians and/or maintenance workers shall be granted 12 sick leave days per year, which are accumulative. Three personal days per year shall also be granted.

7. Under no circumstances is the custodian and/or maintenance worker to place orders for supplies or equipment without first obtaining the regular requisition order from the Chief School Administrator or the School Business Administrator.

C. Custodial/Maintenance Workers Longevity

1. Custodians will receive \$300 longevity after completion of 19 years.

D. Emergency Response

If, during non-working hours, as custodian is called to respond to an alarm, they will be compensated at the rate of \$75 if the response is between 7:01 A.M. and midnight, or \$100 if the response is between midnight and 7:00 A.M.

DURATION OF AGREEMENT

This agreement is effective July 1, 2012, and it shall remain in effect until June 30, 2015. Both parties agree that all other proposals have been withdrawn.

Signature

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries.

FOR THE ASSOCIATION:

FOR THE BOARD:

President Date

President Date

Secretary Date

Secretary Date

SCHEDULE A

TEACHER SALARY GUIDE

2012-13

Step	BA	BA+15	MA	MA+15	MA+30
1-2	44,935	46,035	47,135	48,235	49,335
3	46,390	47,490	48,590	49,690	50,790
4	47,845	48,945	50,045	51,145	52,245
5	49,300	50,400	51,500	52,600	53,700
6	50,755	51,855	52,955	54,055	55,155
7	52,210	53,310	54,410	55,510	56,610
8	53,665	54,765	55,865	56,965	58,065
9	55,120	56,220	57,320	58,420	59,520
10	56,570	57,670	58,770	59,870	60,970
11	58,020	59,120	60,220	61,320	62,420
12	59,475	60,575	61,675	62,775	63,875
13	60,930	62,030	63,130	64,230	65,330
14	62,385	63,485	64,585	65,685	66,785
15	63,840	64,940	66,040	67,140	68,240
16	65,295	66,395	67,495	68,595	69,695
17	66,755	67,855	68,955	70,055	71,155
18	68,215	69,315	70,415	71,515	72,615
19	71,805	72,905	74,005	75,105	76,205

SCHEDULE A

TEACHER SALARY GUIDE

2013-14

Previous Step	Step	BA	BA+15	MA	MA+15	MA+30
1	1	46100	47250	48400	49550	50700
2-3	2	46600	47750	48900	50050	51200
4	3	48050	49200	50350	51500	52650
5	4	49500	50650	51800	52950	54100
6	5	50955	52105	53255	54405	55555
7	6	52405	53555	54705	55855	57005
8	7	53855	55005	56155	57305	58455
9	8	55310	56460	57610	58760	59910
10	9	56765	57915	59065	60215	61365
11	10	58220	59370	60520	61670	62820
12	11	59675	60825	61975	63125	64275
13	12	61130	62280	63430	64580	65730
14	13	62585	63735	64885	66035	67185
15	14	64040	65190	66340	67490	68640
16	15	65495	66645	67795	68945	70095
17	16	66950	68100	69250	70400	71550
18	17	68410	69560	70710	71860	73010
19	18	69870	71020	72170	73320	74470
20	19	72555	73705	74855	76005	77155

SCHEDULE A

TEACHER SALARY GUIDE

2014-15

Previous Step	Step	BA	BA+15	MA	MA+15	MA+30
1-2	1	47635	48835	50035	51235	52435
3-4	2	48135	49335	50535	51735	52935
5	3	49600	50800	52000	53200	54400
6	4	51065	52265	53465	54665	55865
7	5	52530	53730	54930	56130	57330
8	6	53995	55195	56395	57595	58795
9	7	55460	56660	57860	59060	60260
10	8	56925	58125	59325	60525	61725
11	9	58390	59590	60790	61990	63190
12	10	59855	61055	62255	63455	64655
13	11	61320	62520	63720	64920	66120
14	12	62785	63985	65185	66385	67585
15	13	64250	65450	66650	67850	69050
16	14	65715	66915	68115	69315	70515
17	15	67180	68380	69580	70780	71980
18	16	68645	69845	71045	72245	73445
19	17	70110	71310	72510	73710	74910
20	18	71575	72775	73975	75175	76375
21	19	73475	74675	75875	77075	78275

Schedule B

1. Salary increases for custodial/maintenance employees will be based on the negotiated percentage increases for each school year.
2. The recommended salary range for custodians will be \$22,000 to \$25,000 and for maintenance, \$25,000 to \$40,000. For new hires, salary shall not be greater than existing employees with comparable experience.

Schedule C

**Knowlton Township Board of Education and Knowlton Township Education Association
Sick Leave Bank Committee
June 2010**

Purpose: The parties have established the following rules, definitions and procedures to implement a sick leave bank utilizing a voluntary donation program to assist members of the KTEA who experience a “catastrophic health condition or injury” and have exhausted the paid leave benefits. This will allow enrolled members to voluntarily donate accrued sick days to said bank. This bank has been established pursuant to P.L. 2007, Chapter 223.

Definition: A catastrophic health condition or injury is a life threatening condition or combination of conditions or a period of disability required by his or her mental or physical health or the health of the members fetus and requiring the care of a physician who provides a medical verification of the need for the member’s absence.

Committee: The Sick Leave Bank shall be administered by a committee which shall be comprised of three members selected by the Board of Education and three members selected by the Association. The committee has established standards and procedures as it deems appropriate for the operations of the Sick Leave Bank. These include, but are not limited to, eligibility requirements for enrollment, and the conditions under which the sick leave time may be drawn. No day of leave which is donated to the sick leave bank by a member shall be drawn by that member or any member from the sick leave bank unless authorized by the committee.

Guidelines:

1. The following guidelines are not all –inclusive and may be modified by the Sick Leave Bank Committee.

Schedule C

2. The Sick Leave Bank Committee shall consist of six members; three selected by the KTEA and three selected by the BOE. The Committee has established these guidelines, and may change these guidelines, standards, forms and procedures for the operation of the Bank by a majority vote of the Committee.
3. The Sick Leave Bank year shall be July 1 thru June 30.
4. Members of the KTEA who wish to enroll in the Bank shall submit written notification of intent to enroll including the number of donated days annually to the school's business office (and then to the Committee) by May 31st of each year. Participation in the Sick Leave Bank shall be available to only those employees who have elected to enroll in the plan.
5. Members who are initially hired after the start of the school year shall be eligible to enroll in the sick leave bank by enrolling within the first thirty days after their first day on the job.
6. Each participant may donate a minimum of zero days and a maximum of fifteen days per year. Such donated leave must be in the form of sick-days. No employee shall donate sick days which would cause his/her sick leave to drop below eleven days.
7. Before days can be granted from the bank, all available paid leave days must be exhausted by the participant.
8. Participants withdrawing from the bank may not reclaim donated days.
9. The sick leave bank will be capped at 60 days in total contributions.
10. In an emergency, as determined by the committee, members may be allowed to contribute additional day(s) during the Sick Leave Bank year.
11. Application for withdrawal of Bank days shall not exceed 30 consecutive workdays. Subsequent applications for additional days may be considered by the Committee and shall also be limited to 30 days. Only the Committee shall be authorized to grant requests for use of Bank days.
12. The Committee shall schedule meetings as necessary. A minimum of 4 members are necessary to take action as a Committee. Written requests, utilizing the approved forms, by Bank members to the Committee for use of Bank Days shall be responded to within 10 days of receipt.
13. In the event of a tie vote of the Committee, the request is denied.
14. The decisions of the Committee are final and not subject to the grievance procedure and/or arbitration.
15. Sick Leave bank days are in addition to any other leaves provided for by law or regulations. Claims for time from the Bank may not be made for illness or injury resulting from a job-related condition which is being treated under a Worker's Compensation claim.
16. Nothing contained herein shall prohibit the BOE from exercising its rights under N.J.S.A. 18A:30-6 (*Prolonged Absence Beyond Sick Leave Period*)