

**AGREEMENT**  
**BETWEEN**  
**KENILWORTH BOARD OF EDUCATION**  
**AND**  
**KENILWORTH EDUCATION ASSOCIATION**  
**(TEACHERS' UNIT)**  
**July 1, 2024 through June 30, 2028**

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## **PREAMBLE**

This contract is made and entered into on July 1, 2024 by and between the Board of Education of Kenilworth, New Jersey, hereinafter called the "Board" and the Kenilworth Education Association, hereinafter called the "Association"

**ARTICLE I**  
**RECOGNITION**

A. Pursuant to the provisions of Chapter 303 of the Laws of 1968, as amended by N.J.S.A. 34:13A-1 et seq., the Kenilworth Board of Education hereby recognizes the Kenilworth Education Association, during the term of this Agreement, as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all certificated personnel not engaged as supervisory employees in the following classifications: Classroom teachers, librarians, Child Study Team members, related service professionals (including OT & PT), guidance counselors, nurses, certified classroom aides, substance abuse counselors, interventionists and instructional coaches.

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

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

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

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

## **ARTICLE II**

### **NEGOTIATIONS PROCEDURE**

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

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

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

1. The Board representatives agree to meet with the representatives of the Association at a mutually agreeable time, but no later than February 1<sup>st</sup> of the calendar year in which this Agreement expires.

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

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

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

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

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

**ARTICLE III**  
**GRIEVANCE PROCEDURE**

A. Definition

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

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

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

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

5. The term "grievance" and the procedure relative thereto shall not be deemed applicable in the cases of the failure or refusal of the Board to renew the contract of a nontenured employee, except for non-renewal for disciplinary reasons. Neither shall the grievance procedure be invoked by any individual claiming tenure under the provisions of N.J.S.A. 18A:28-5, et seq., where charges have been brought against such

individual pursuant to the provisions of the Tenure Employees' Tenure Law, N.J.S.A. 18A:6-10, et seq. In such cases, the procedure to be followed shall be set forth in N.J.S.A. 18A:6-10 et seq.

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

B. Procedure:

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level of this grievance procedure shall be considered as maximum and every effort should be made to expedite the process. The time limit specified herein may, however, be extended by mutual agreement. Nevertheless, failure to abide by the time limits set forth herein, or to any mutually agreed to extensions, shall be considered an abandonment of the grievance. Grievances shall be signed and dated. Grievances may be submitted in person or by electronic mail. Any grievance submitted outside of the normal work day (8:00 a.m. to 4:00 p.m. on school days) shall be deemed received on commencement of the next work day following submission.

2. In the event a grievance is filed at such time that it cannot be processed through all the steps of this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limit set forth herein shall be reduced upon mutual agreement of all parties, so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.



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

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

- (a) The nature of the grievance;
- (b) The results of the previous discussion with the Principal or Director or Supervisor;
- (c) The basis of his/her dissatisfaction with the Principal's or Director's or Supervisor's determination; and
- (d) A copy of the writing called for in this paragraph shall be furnished to the school Principal or Director or Supervisor and to the Association.
- (e) The nature of the violation, including the provision of the Agreement, law, or past practice which is violated.

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

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

(a) Any appeal to the Board of Education shall be submitted in writing to the Board Secretary and shall contain the information specified in paragraph 4 above. Copies of the appeal to the Board of Education shall be served upon the Principal of the school or the Director or Supervisor, the Superintendent and the Association.

(b) The Board of Education, or a committee thereof, may, at the next available Board meeting or within twenty one (21) school days of receipt of the written appeal, conduct a hearing. Grievance hearings shall be held at a mutually agreeable time prior to the regular Board meeting. Attendance at any and all such hearings authorized under this Article shall be limited to the parties in interest.

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

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

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

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

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

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

(c) The authority of the arbitrator shall be subject to the following:

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

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

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

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

(f) The decision and award of the arbitrator shall be final and binding on both parties.

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

C. Rights of Teacher Employees to Representation:

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

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

D. Miscellaneous:

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

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

**ARTICLE IV**  
**TEACHER RIGHTS**

- A. Pursuant to N.J.S.A. 34:13A:1 et seq., the Board hereby agrees that all teachers covered by the terms of this Agreement, as particularly delineated in Article I, shall have the right to join and support the Kenilworth Education Association for the purpose of engaging in collective negotiations and bargaining as defined and provided for by the aforesaid legislation of the State of New Jersey.
- B. Nothing contained in the within Agreement or as provided for in Article IV shall be construed to define or restrict any teacher covered by the within Agreement, his/her rights under N.J.S.A. 34:13A-1 et seq., under New Jersey School Laws or under other applicable laws and regulations as adopted and as may be amended during the term of this Agreement.
- C. Whenever an employee is required to appear before the Board or any committee thereof, or the Superintendent concerning any matter which could adversely affect the continuation of the employee in his/her office, position or employment or the salary or any increments pertaining thereto, then he/she shall be given prior notice in writing for such meeting or interview not later than twenty-four (24) hours before said meeting and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.
- D. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

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

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

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

H. 1. A teacher may only be involuntarily assigned to an extra-curricular position after the Board has posted within the district for a qualified volunteer for the position and if no qualified volunteer is found from within the district, the Board has advertised for a qualified person from outside the district and no qualified person from outside the district applied. Where the extra-curricular position requires a teaching assignment within the school day, there is no requirement for the Board to first advertise outside the district before involuntarily assigning a teacher to an extra-curricular position.

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



## **ARTICLE V**

### **BOARD OF EDUCATION - MANAGEMENT FUNCTIONS AND RIGHTS**

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

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

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

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

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

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

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

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

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

## **ARTICLE VI**

### **ASSOCIATION RIGHTS AND PRIVILEGES**

- A. The Association and its representatives shall be permitted to transact official Association business on school property and hold school meetings after school hours, provided that this shall not interfere with or interrupt normal school operations, provided further, that twenty-four (24) hours notice of said Association meeting is given to the Superintendent of Schools and that approval of the Superintendent is obtained for the Association's meetings.
- B. The Board agrees to place bulletin boards in the teachers' rooms on which the exclusive notices of the Association may be posted. The Association will be permitted to use the bulletin board located in the main offices of district school buildings.
- C. No meeting shall be scheduled so as to conflict with the duties of the teachers or other meetings scheduled by the Superintendent and the Principal, Director, or Supervisor. Once a month, the Association may schedule one (1) meeting at 3:15 p.m. All other meetings scheduled during the month shall start no sooner than 3:30 p.m.
- D. The Association may have the privilege to use school equipment, duplicating equipment, and all types of audio-visual equipment after school hours, when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such use and assume liability for any damage to any equipment occurring during their use. Approval of the Principal is necessary before school property may be used as stated above. If the Principal refuses to grant permission, that decision may not be subject to a grievance beyond the Board level.

E. The Association shall have the right to use inter-school mail facilities and school mailboxes as it deems necessary. The Association shall have the right to use the District's email system, provided all transmissions comply with the standards established by Board Policy including the Board's Acceptable Use Policy.

## **ARTICLE VII**

### **TEACHING HOURS AND TEACHING LOAD**

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

B. A "Drop and Rotate" (D&R) schedule may be implemented in the middle and high school. The following parameters shall apply to this D&R schedule only, and these parameters shall super-cede the directly corresponding items in this collective bargaining agreement (CBA), for the employees working in the D&R schedule. If the district subsequently elects to change from the D&R, to any other schedule, then this entire paragraph shall no longer be in effect. All parameters in the CBA which are not specified in this paragraph B, shall remain in full force and effect while the D&R schedule is in place.

1. The teacher workday shall be 7 hours 8 minutes in length. There are two teacher schedules within the master schedule, one with an activity period at the start of the day, and one with an activity period at the end of the day. Teachers shall be notified in writing which of these two schedules they are assigned to for the following school year, not later than June 15. Prior to determining these assignments, the district shall provide all teachers the opportunity to volunteer for one of the two basic teacher schedules. The district shall honor these voluntary requests to the greatest extent possible. When

employee(s) must be assigned to the schedule other than requested, these assignments shall be made in an equitable manner, and on a rotational basis, so that no teacher is involuntarily assigned for two consecutive school years, as a minimum standard. Records of the equitable manner used to determine the involuntary assignments, shall be maintained for a period of five (5) years and shall be made available to the KEA president and/or building representative upon request, for inspection only.

2. The maximum number of instructional/pupil-contact minutes in a regular school day for teachers shall remain the same, two hundred sixty-six (266) minutes per day, as in Paragraph C.2 of this Article, except that these minutes may be applied to the four-day rotation in a manner such that they are not the same on any given two days, but the total number of minutes over the four-day rotation is one thousand sixty-four (1,064) minutes, which is consistent with C.2.

3. The minimum number of minutes scheduled for daily combined teacher preparation and lunch shall remain the same, one hundred (100) minutes per day, as in Paragraph I of this Article, except that these minutes may be scheduled in a manner such that they are not the same on any given two days in the four-day rotation, but the total number of minutes over the four-day rotation is four hundred (400) minutes, which is consistent with Paragraph I.

4. Middle school teachers, high school teachers, and special education teachers shall be assigned a maximum of fifteen (15) classroom instruction periods, and a maximum of four (4) full duty periods, or the equivalent in half duty periods, in the four-day rotation. A 55-minute duty period is a full duty period, and a 27-minute or 28-minute duty period is a half duty period.

5. Middle school teachers, high school teachers, and special education teachers shall be assigned one duty-free lunch period each day, which shall be 27 or 28 minutes in length.

6. Middle school teachers, high school teachers, and special education teachers shall be assigned a minimum of four (4) preparation periods in the four-day rotation, and these periods shall be scheduled such that there is one on each day of the four-day rotation. Preparation periods shall remain duty-free.

7. Middle school teachers, high school teachers, and special education teachers shall be assigned a minimum of three (3) full professional periods in the four-day rotation. These professional periods may be comprised of a combination of full periods and half periods (27 or 28 minutes each). During professional periods, certified staff shall be engaged in activities that may include but not be limited to communicating or meeting with parents or students, checking email, team planning, consultation with administrators, classroom or lab set up, completing SGO's, writing lesson plans, and other learning areas. One professional period per four-day rotation will consist of common planning activities as assigned by school administration, such as but not limited to vertical articulation. In addition, district administration may assign a meeting, or other common activity, during a second professional period in a four-day rotation, provided such second assignments do not exceed eight (8) professional periods in any given marking period or quarter-year. District administration shall not assign common professional activities to be completed during all three (3) professional periods in any one given four-day rotation under any circumstances except one, and this one circumstance is that in which meetings as described in Paragraph I of this article may be assigned.

8. Separate and independent from item B.7, above, teachers may be assigned to attend certain meetings, as described in paragraph I of this article, during their professional periods. For these purposes, in the drop and rotate schedule, Paragraph I is applicable in its entirety with the single revision that the term “preparation period” is replaced by the term “professional period” in lines four and sixteen of said paragraph.

9. Upon request from the Principal, teachers may voluntarily accept an additional teaching section assignment in lieu of three (3) preparation periods. Teachers shall be compensated at a lump sum of \$10,000 additional salary for a full school year, or a prorated amount for lesser time periods during which the additional teaching assignment is in effect. Payment of additional salary shall be made on a per pay period basis. The Board agrees that this provision will not be used in situations in which a vacancy for a full-time teaching position occurs prior to the beginning of a school year.

10. The district shall take all reasonable efforts to assign no more than three course preparations to any individual teacher.

11. Teachers are expected to remain in the school building for the 7-hour 8-minute day, except for the days described in paragraph E of this Article. On the days described in Paragraph E, teachers on the D&R schedule will have no common activity period scheduled and will not be required to be in the school building during that time.

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

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

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



4. All middle school and high school teachers shall be assigned a maximum of five (5) teaching sections.

a. Upon request from the principal, all district teachers may voluntarily accept an additional teaching section in lieu of one daily preparation period. Any teacher who accepts an additional voluntary teaching section shall not be assigned a duty period.

b. Teachers shall be compensated at a lump sum of \$10,000 additional salary for a full school year, or a prorated amount for lesser time periods during which the teaching assignment is in effect.

c. Payment of additional salary shall be made on a per pay period basis.

d. The Board agrees that this provision will not be used in a situation in which a vacancy for a full time teaching position occurs prior to the beginning of the school year.

e. The following courses, at the discretion of the Board, may be combined and taught as one (1) section:

- AP Studio Art 2D Design / Advanced Art Open Studio
- Spanish Conversation & Culture 1 / Spanish Conversation & Culture 2
- Chorale Full Year / Concert Choir Semester 1 and Semester 2
- Italian 4 Honors / Italian 5 Honors

Combination of the above-referenced sections shall not render the assigned teacher eligible for compensation for a sixth teaching section pursuant to this section.

5. The district will make every attempt not to schedule two (2) or more meetings per day for the teaching staff during their preparation periods.

a. If two or more meeting are scheduled, the affected members' shall notify their Principal via email. If the meeting cannot be rescheduled or if the Principal does not respond, then the affected members' full duty period will then revert to a preparation period (if the affected member has two half duty periods, then both half duty periods revert to preparation periods).

b. For purposes of this section, "meetings" are defined as follows: IEP meetings; I&RS meetings; 504 meetings; health plan meetings; parent meetings; and any other meeting where the individual teacher is responsible for the student who is the subject of the meeting, provided that said meetings are for students who are currently enrolled in the individual teacher's classroom.

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

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

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

F. On Mondays during the school year teachers may be required to remain after the end of the regular school day for grade level department, subject matter or supervisor's meetings at the discretion of the superintendent, supervisor or principal. There shall be a maximum of eighteen (18) such meetings annually. Meetings shall run no more than sixty (60) minutes per meeting and shall commence ten (10) minutes following student dismissal. One Monday per month during the school year shall be reserved for Association business, and if a meeting is held it shall be held at the discretion of the Association.

G. Every teacher shall be assigned two (2) school-sponsored activities. In addition to the above, teachers shall attend commencement or graduation ceremonies. Additionally, the Superintendent may assign additional duties in cases of emergency as declared by the Superintendent.

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

I. All full time teachers shall receive, inclusive of their lunch period, 100 minutes of daily preparation and lunch time per regular school day. On a regular school day, the 100 minutes shall be maintained both in quantity and as duty free, except that teachers may be assigned to attend, during their preparation period, certain "meetings," without being

compensated for their attendance at same, provided teachers are provided with “adequate notice” as defined herein.

For purposes of this section, “meetings” are defined as follows: IEP meetings; I&RS meetings; 504 meetings; health plan meetings; parent meetings; and any other meeting where the individual teacher is responsible for the student who is the subject of the meeting, provided that said meetings are for students who are currently enrolled in the individual teacher’s classroom.

For purposes of this section, “adequate notice” is defined as follows: Except in the case of an emergency that is reviewed by an appropriate administrator, teachers shall be provided with a minimum of forty eight (48) hours of advance notice of such meetings, as defined herein, when such meetings are scheduled during the teacher’s preparation period.

The above described 100 minutes are the total number of minutes that teachers are scheduled, during a regular school day, for preparation periods and lunch periods. Teachers who are asked to cover a colleague’s classes during the 100 minutes described herein will be entitled to the appropriate stipend as per the rate identified at Schedule I. The District shall take every reasonable effort to limit these meetings to two per week.

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

K. Any teacher suffering temporary disability which does not necessitate absence from work may be excused from non-teaching duties outside the building upon submission of a request to the Principal of the school along with a physician’s certificate

verifying such temporary disability and the duration of time which such disability may be expected to last. The Principal may request the teacher to submit to a physical examination by either the school physician or another physician of the teacher's own choice in order to verify the nature of the disability and its duration. If the second opinion is rendered by a physician other than the school physician, the employee shall pay the entire cost for such examination. As the result of an excuse being granted, any changes in other teachers' schedules may be made by the Principal in order to provide adequate coverage for outside lunch duties.

L. Employees who are scheduled classes during a day at both Harding School and Brearley High or Middle Schools shall be provided a reasonable amount of time to travel between the buildings.

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

N. Effective July 1, 2015, on an annual basis teachers shall complete, outside professional development days and on non-assigned time, up to five (5) hours of online compliance training by November 1<sup>st</sup> of each school year.

## **ARTICLE VIII**

### **NON-TEACHING DUTIES**

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

1. Teachers will supervise the cafeteria activities during lunch time.
2. Aides will be provided to assist teachers on playground duties during the lunch period.
3. Hall and the line duties, safety patrols, movie schedules, emergency committees, and other special duties shall, as far as practicable, be divided equally among all teachers on a rotating basis.

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

## **ARTICLE IX**

### **SALARIES - WITHHOLDING OF INCREMENT**

- A. Salaries of all teachers covered by this Agreement shall be as provided in Appendix A, B and C which are attached hereto and made a part hereof.
- B. The withholding of any salary increment shall be done in accordance with the procedures set forth in N.J.S.A. 18A:29-14 unless the withholding decision is based upon disciplinary reasons and in such instance said decision may be grieved.
- C. The longevity program will be eliminated in its entirety as of July 1, 1984, except for those teachers who were eligible for receiving longevity pay as of that date.
- D. A full-time athletic trainer shall be paid at that individual's corresponding step on the salary guide and shall receive health benefits. A full-time athletic trainer who teachers at least one (1) period during a school day shall be paid at that individual's corresponding step on the salary guide, shall receive health benefits, and shall also be paid the stipend provided for in Schedule H. Under all other circumstances, an athletic trainer shall be paid the stipend provided for in Schedule H, but shall not receive health benefits.
- E. To be eligible for a salary increment an employee must begin work on or before February 1<sup>st</sup> and the individual must be paid for ninety (90) days in a given year.

## **ARTICLE X**

### **METHOD OF PAYMENT**

- A. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
- B. When a pay day falls on or during a school holiday, vacation or weekend, teachers shall receive their paychecks on the last previous working school day.
- C. Each teacher shall receive his/her final pay on the last working school day in June, provided that his/her work for the school year has been completed and approved by the Principal.
- D. As long as the receiving bank has the facility, the Board will provide for direct deposit of salary checks into a bank or credit union by setting up an electronic funds transfer system. Teachers are allowed to enter and/or change deductions in the program two times a year: prior to September 1<sup>st</sup> and December 31<sup>st</sup>.
- E. Employees' expense vouchers for period substitution, student athletics/ activities, above and beyond the contractual salary that are submitted to and approved by the Principal by the 15<sup>th</sup> of a month shall be paid on the 30<sup>th</sup> of that month.
- F. As long as the receiving agency has the facility and capability, the Board will provide for an electronic transfer of the tax shelter funds.
- G. The Board shall establish a Summer Payment Plan, consistent with law, provided that staff members wishing to participate notify the Business Office no later than June 15<sup>th</sup> of the prior school year.



## **ARTICLE XI**

### **TEACHER ASSIGNMENTS**

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

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

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

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

## **ARTICLE XII**

### **VOLUNTARY TRANSFERS AND REASSIGNMENTS**

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

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

## **ARTICLE XIII**

### **INVOLUNTARY TRANSFERS AND REASSIGNMENTS**

- A. Notice of an involuntary transfer or reassignment shall be given to each teacher involved as soon as possible, and except in cases of emergency, not later than June 15<sup>th</sup>.
- B. An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the Principal, Director, and Supervisor, at which time the teacher shall be notified of the reasons therefor. In the event that the teacher objects to the transfer or reassignment at this meeting, upon request of the teacher, the Superintendent shall meet with him or her. The teacher may, at his/her request, have an Association representative present at the meeting.
- C. Except in cases of emergency, the Superintendent shall notify the staff of all vacancies which occur or the creation of any new positions by posting notice of same on a bulletin board in the school. The Association shall also be notified by sending a copy of the posted notice to the Association President. Except in cases of emergency, no vacancy, reassignment or involuntary transfer shall take place for at least two (2) weeks after posting of notice to allow volunteers time to apply for the position. If someone shall apply or volunteer to fill the vacancy or take the assignment, the Superintendent shall, in his sole discretion, determine whether or not the volunteer may fill said vacancy or be given the assignment. The Superintendent need not give the reason for his decision. The decision of the Superintendent shall not be the subject of an appeal or grievance beyond the level of the Board of Education notwithstanding any language to the contrary contained herein.

## **ARTICLE XIV**

### **SICK AND TERMINAL LEAVE**

A. All teachers employed shall be entitled to fifteen (15) days sick leave each school year as of the first official day of said school year, whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit. If a new teacher commences work after the start of the school year, or an existing teacher ceases employment prior to the cessation of the school year, the number of sick days shall be prorated.

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

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

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

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

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

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

Tier IV - Employees whose first day of employment is on or after May 21, 2010 and with twelve (12) years of service upon retirement shall receive a maximum payment of \$15,000.

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

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

2. Sick leave shall be defined in accordance with N.J.S.A 18A:30-1.

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

(b) When absence, under the circumstances described under section 2 above, exceeds annual sick leave and the accumulated sick leave, the Board of Education may pay such person each day's salary less the pay of a substitute, if a substitute is employed or the estimated cost of the employment of a substitute if none is employed, for such length of time as may be determined by the Board of Education in each individual case. For that purpose, a day's salary is defined as one two-hundred (1/200) of the annual salary.

4. Each teacher assigned to the High School or Middle School must notify the District online system of his/her illness by 6:00 a.m. and each teacher assigned to the Elementary School must notify the District online system of his/her illness by 7:00 a.m. if he/she will be absent for that day or any succeeding days.

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

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

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

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

## **ARTICLE XV**

### **TEMPORARY LEAVE OF ABSENCE**

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

#### **Categories:**

1. Death of parent, de facto parent, spouse, or child, not to exceed five (5) consecutive school days in any one instance;

2. Death of brother, sister, mother-in-law, father-in-law, grandparents, grandchild, daughter-in-law, and son-in-law, not to exceed four (4) consecutive school days in any one instance;

3. Death in the employee's non-immediate family (nephew, niece, aunt, uncle, cousin, brother-in-law and sister-in-law) not to exceed the day of the funeral;

4. For serious illness of a member of the immediate family (mother, father, spouse, sister, brother, son-in-law, daughter-in-law, son or daughter);

5. Court Order. Absence by reason of subpoena by any court, providing the employee is not a party of the suit and upon the presentation of proper written evidence to the Superintendent;

6. In observance of religious holidays;

7. Graduation (day of graduation);

8. Personal business (one day per request; not to be consecutive). Two requests not subject to the approval of the Superintendent.

At the end of each school year, unused personal days shall be converted to accumulated sick leave to the extent permitted by law.

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



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

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

## **ARTICLE XVI**

### **EXTENDED LEAVES OF ABSENCE**

#### **A. Disability Leaves**

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

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

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

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

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

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

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

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

**B. Family Leave of Absence**

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

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

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

4. The Board shall grant the leave without pay. The time of such leaves shall not count as teaching time for salary purposes unless the employee works at least 90 days in the school year in which the leave commences or terminates.

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

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

#### C. Child Care Leaves of Absence

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

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

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

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

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

## **ARTICLE XVII**

### **INSURANCE**

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

1. Effective July 1, 2010, insurance coverage for all full-time employees of the Board and their families shall be provided by the Board under a PPO plan that provides coverage that is equal to or better than the current provider's PPO policy. The Board of Education may offer additional insurance coverage plans at its sole discretion. The enrollment of employees in such additional plans shall be voluntary.

Effective July 1, 2013, all employees shall be responsible for contributing an amount established by P.L. 2011, Chapter 78 toward payment of health benefit premiums. The contribution shall be deducted through payroll deduction and shall include pre-tax dollars. Effective the 2011-2012 school year, co-pays shall be \$15.00 per visit.

Effective July 1, 2015, all employees whose first day of employment is July 1, 2015 or after, shall be enrolled in the POS plan. Employees who are enrolled in the POS plan may enroll in the PPO plan by paying the difference in the premium between the two plans, in addition to any contribution required by law.

Effective January 1, 2021, any employee hired on or after July 1, 2020 who is eligible for health benefits shall be enrolled in the New Jersey Educators Health Plan ("NJEHP"). All such employees shall remain enrolled in the NJEHP, or the Garden State Health Plan ("GSHP"), following its availability on July 1, 2021, or shall waive coverage until December 31, 2027. Effective January 1, 2021, any employee hired prior to July 1,

2020 who is eligible for health benefits may enroll in any insurance plan offered by the Board.

Employees enrolled in the NJEHP or GSHP shall contribute toward the cost of insurance in accordance with P.L. 2020, c. 44 (“Chapter 44”). Employees enrolled in any other health benefit plan shall contribute toward the cost of insurance in accordance with P.L. 2012, c. 78 (“Chapter 78”).

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

C. Health care insurance shall include medical treatment insurance, hospitalization insurance, diagnostic x-ray insurance, major medical insurance, dental insurance, and any other insurance pertaining to health care. Notwithstanding anything in this Agreement to the contrary, during the term of this Agreement the Board may make changes in health insurance coverage of employees consistent with economic needs of the school district.

D. Any employee who waives medical coverage shall receive \$2,500.00 on an annual basis.

During the course of any year in which an employee has elected to waive insurance coverage, the employee shall be able to terminate the insurance coverage waiver agreement and re-enroll in the Board’s insurance plan if one of the major qualifying life events, as defined by the United States Office of Personnel Management, are met. Such major qualifying life events include:

1. Change in family status, including but not limited to, marriage, birth, adoption, divorce or death;
2. Change in employment status; or
3. Loss of coverage.

Re-enrollment shall be in accordance with law. The waiver amount shall be pro-rated when re-enrollment occurs during a contract year.

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

F. For the period July 1, 2021 through June 30, 2024, the above insurance coverage shall be provided to all unit members working an average of more than twenty five (25) hours per week, within the regular work day as calculated based upon the regular work day of seven (7) hours as per Article VII(B)(1) for teachers, and within the regular work day for certified classroom aides.

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

H. Employees receiving insurance coverage must provide written verification to the Superintendent two (2) times annually for all dependents up to the age of twenty six (26) years.



## **ARTICLE XVIII**

### **PROFESSIONAL DEVELOPMENT AND EDUCATION IMPROVEMENT**

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

1. The Board will pay tuition charges subject to the following criteria.

(a) The courses must be taken at the graduate level, be related to the teacher's present or probable job assignment and must be approved in advance by the Superintendent. However, the latter restriction may be relaxed at the Superintendent's or his/her designee's discretion;

(b) The recipient must have received tenure before he/she is eligible for reimbursement for courses as hereinafter;

(c) Courses must be taken at or online through:

(1) Any "brick & mortar" college or university located within the State of New Jersey and be acceptable to or transferrable to an accredited Masters program; or

(2) Any other institution approved in writing by the Superintendent; and

(d) The teacher achieves a grade of "B" or better as provided on the final transcript.

2. A teacher who expects to be reimbursed shall submit his/her final grade or grades, tuition course and receipt of payment to college or university.

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

(a) All courses for which reimbursement is requested must be in the teacher's present field of teaching. Courses for the Doctorate Degree where eligible for tuition reimbursement shall not be eligible for salary guide movement beyond the MA+30 column of the salary guide.

(b) All courses for which reimbursement is requested must be approved in advance by the Superintendent and taken at an authorized institution of higher education as provided by law. Payment will only be made for a course related to the employee's current or future job responsibilities as certified to by the Superintendent. No more than one third ( $1/3$ ) of the Doctorate program or Master's program may be conducted on-line, and at least two thirds ( $2/3$ ) of the program must be site based. A matriculated program that provides for more than one third ( $1/3$ ) of the Doctorate program or Master's program online will be reviewed on a case by case basis by the Superintendent. Payment shall be made upon receipt of transcripts, record of payment, and proof of obtaining a final grade average of B or better, for each course in which reimbursement is sought.

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

- (1) MA Degree in administration and supervision.
- (2) Courses for certification in other areas of teaching that are not required for present teaching assignment.
- (3) Equivalency courses primarily for salary guide purposes, without teaching improvement in the classroom.

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

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

2024-2028: \$50,000

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

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

4. Teachers who receive tuition reimbursement shall remain in the employ of the Board for two (2) additional years after the last year of tuition reimbursement. A teacher who does not remain in the employ of the Board for the requisite period shall be required to repay the Board:

(a) 100% of the reimbursed amount paid in the prior year if the teacher leaves the Board's employ prior to the completion of the first year; and

(b) 50% of the reimbursed amount paid in the prior year if the teacher leaves the Board's employ prior to the completion of the second year.

If the teacher leaves the District due to a Reduction In Force (RIF), the teacher shall not be required to repay the Board for reimbursement.

B. Any employee seeking or requesting placement at the MA or MA+30 level on the salary guide for salary guide purposes must so notify the Superintendent annually, in writing, not later than December 1<sup>st</sup>. Annual notice must be given to the Superintendent as of the time the employee begins a program to attain the MA or MA+30 level on the salary guide. Failure to comply with this notice requirement shall result in said employee being precluded from placement at the MA or MA+30 level for salary purposes until such time as any resulting salary increase to said employee is included in the school budget.

C. 1. Teachers who are required to attend conferences and seminars when schools are not in session shall be compensated the flat rate of \$120 per six (6) hour and the Board shall pay the Seminar/Conference fee. In the event that the conference or seminar for which the teacher is required to attend is less than six (6) hours, the payment shall be prorated.

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

3. Teachers who volunteer to attend conferences and seminars when schools are not in session may make application to the Superintendent for payment of the \$120 per six (6) hour day. The Superintendent shall have the sole discretion in granting or denying such application. The Superintendent's decision shall be non-grievable. In the event that the conference or seminar for which the teacher volunteers to attend is less than six (6) hours, the payment shall be prorated.

D. An accounting of each teacher's accumulated Professional Development hours shall be maintained as required by Code and as currently maintained for tuition reimbursement. Committee meetings outside the workday shall be compensated at thirty (\$30.00) dollars per hour for the term of the agreement.

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

1. Teachers shall submit the following to the Superintendent's office:
  - (a) Proof of payment including the per credit cost of the course(s).
  - (b) An official transcript.
  - (c) A completed voucher.
2. Teachers seeking reimbursement pursuant to this Article shall submit all appropriate documentation prior to June 30 of each school year.
3. If the total amount requested by all teachers is below the total amount of funds for that year, reimbursement shall be 100% of the cost up to 85% of per credit rate charged by Rutgers University.
4. If the total amount requested by all teachers exceeds the total amount of funds for that year, the total amount of funds shall be divided by the amount requested to establish the percent to be used for reimbursement.
5. All reimbursements shall be made within thirty (30) days of June 30.

## **ARTICLE XIX**

### **DEDUCTION FROM SALARY**

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

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

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

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

## **ARTICLE XX**

### **MISCELLANEOUS**

- A. Neither of the parties hereto may add nor subtract from the provisions contained in the within Agreement during the duration of same. This Agreement contains the entire understanding between the parties hereto.
- B. All of the teachers and other full-time employees covered by this Agreement shall also be subject to and abide by such school policies and regulations adopted by the Board in effect at the time of the signing of this Agreement.
- C. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- D. The Board and the Association agree to equally share the expense for one hundred fifty (150) copies of this contract, to be divided equally between both parties.
- E. Teachers shall have the right to have school related materials photocopied when necessary; no request for such service shall be unreasonably denied.
- F. All evaluations of teaching staff members shall be done in accordance with statute, code and the Board of Education approved evaluation rubric, including, but not limited to, the required number of evaluations, pre and post observation conferences, and any and all timelines associated with same.



1. The Administration shall make every effort to provide teachers with written, complete observation/evaluation reports within ten (10) school days from the date of the observation.

2. A post observation conference shall be held within five (5) school days from receipt of the evaluation report, but not earlier than twenty four (24) hours after receipt of the evaluation report.

3. At the post evaluation conference the teacher may share additional information that may be used to modify the report.



4. Teachers must sign the evaluation report, which merely acknowledges receipt of the report. If applicable, teachers shall submit a written rebuttal to the evaluation report within ten (10) calendar days of the post observation conference.

## ARTICLE XXI

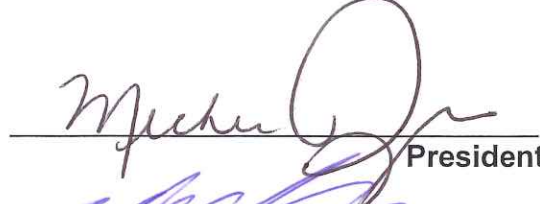

### DURATION

The provisions of the Agreement between the Board and the Association shall become effective upon adoption of the contract Agreement by both parties. This Agreement shall have an operation date, July 1, 2024, and shall cover the school years through and including June 30, 2028.

KENILWORTH BOARD OF EDUCATION

  
\_\_\_\_\_  
President  
  
\_\_\_\_\_  
Secretary

KENILWORTH EDUCATION ASSOCIATION

  
\_\_\_\_\_  
President  
  
\_\_\_\_\_  
Secretary

## SCHEDULE A

### Teachers Salary Guide – 2024-2025

STEP	BA	MA	MA+30
1	71,332	79,437	86,398
2	72,082	80,187	87,148
3	72,832	80,937	87,898
4	73,582	81,687	88,648
5	74,332	82,437	89,398
6	75,082	83,237	90,198
7	75,832	84,037	91,048
8	76,582	84,822	91,933
9	77,582	85,922	93,083
10	78,582	87,097	94,308
11	79,582	88,297	95,508
12	80,582	89,437	96,748
13	81,582	90,587	98,098
14	82,582	91,737	99,448
15	83,582	92,887	100,848
16	84,582	94,002	102,313
17	86,007	95,619	104,280
18	87,507	97,269	106,280
V			107,410

## SCHEDULE B

### Teachers Salary Guide – 2025-2026

STEP	BA	MA	MA+30
1	71,939	80,044	87,005
2	72,939	81,044	88,005
3	73,939	82,044	89,005
4	74,939	83,044	90,005
5	75,939	84,044	91,005
6	76,939	85,094	92,055
7	77,939	86,144	93,155
8	78,939	87,179	94,290
9	79,939	88,279	95,440
10	80,939	89,454	96,665
11	81,939	90,654	97,865
12	82,939	91,794	99,105
13	83,939	92,944	100,455
14	84,939	94,094	101,805
15	85,939	95,244	103,205
16	87,239	96,659	104,970
17	88,639	98,251	106,912
18	90,139	99,901	108,912
V			110,042

## SCHEDULE C

### Teachers Salary Guide – 2026-2027

STEP	BA	MA	MA+30
1	73,699	81,804	88,765
2	74,699	82,804	89,765
3	75,699	83,804	90,765
4	76,699	84,804	91,765
5	77,699	85,804	92,765
6	78,699	86,854	93,815
7	79,699	87,904	94,915
8	80,699	88,939	96,050
9	81,699	90,039	97,200
10	82,699	91,214	98,425
11	83,699	92,414	99,625
12	84,699	93,554	100,865
13	85,899	94,904	102,415
14	87,149	96,304	104,015
15	88,449	97,754	105,715
16	89,799	99,219	107,530
17	91,199	100,811	109,472
18	92,699	102,461	111,472
V			112,602

## **SCHEDULE D**

### **Teachers Salary Guide – 2027-2028**

<b>STEP</b>	<b>BA</b>	<b>MA</b>	<b>MA+30</b>
<b>1</b>	77,465	85,570	92,531
<b>2</b>	77,965	86,070	93,031
<b>3</b>	78,465	86,570	93,531
<b>4</b>	78,965	87,070	94,031
<b>5</b>	79,458	87,563	94,524
<b>6</b>	80,458	88,613	95,574
<b>7</b>	81,458	89,663	96,674
<b>8</b>	82,458	90,698	97,809
<b>9</b>	83,458	91,798	98,959
<b>10</b>	84,558	93,073	100,284
<b>11</b>	85,708	94,423	101,634
<b>12</b>	86,928	95,783	103,094
<b>13</b>	88,178	97,183	104,694
<b>14</b>	89,468	98,623	106,334
<b>15</b>	90,768	100,073	108,034
<b>16</b>	92,093	101,513	109,824
<b>17</b>	93,548	103,160	111,821
<b>18</b>	95,048	104,810	113,821
<b>V</b>			114,951

**KENILWORTH TEACHERS**  
**Salary Guide Flow Chart 2024-2028**

2023-2024 STEP		2024-2025 STEP		2025-2026 STEP		2026-2027 STEP		2027-2028 STEP
								1
						1	→	2
				1	→	2	→	3
		1	→	2	→	3	→	4
1	→	2	→	3	→	4	→	5
2	→	3	→	4	→	5	→	6
3	→	4	→	5	→	6	→	7
4	→	5	→	6	→	7	→	8
5	→	6	→	7	→	8	→	9
6	→	7	→	8	→	9	→	10
7	→	8	→	9	→	10	→	11
8	→	9	→	10	→	11	→	12
9	→	10	→	11	→	12	→	13
10	→	11	→	12	→	13	→	14
11	→	12	→	13	→	14	→	15
12	→	13	→	14	→	15	→	16
13	→	14	→	15	→	16	→	17
14	→	15	→	16	→	17	→	18
15	→	16	→	17	→	18	→	18
16	→	17	→	18	→	18	→	18
17	→	18	→	18	→	18	→	18
18	→	18	→	18	→	18	→	18
V	→	V	→	V	→	V	→	V

## SCHEDULE E

### Classroom Instructional Aides

STEP	2024-2025	2025-2026	2026-2027	2027-2028
1	\$26,383	\$26,383	\$26,383	\$26,383
2	\$26,717	\$26,717	\$26,717	\$26,717
3	\$27,066	\$27,066	\$27,066	\$27,066
4	\$27,429	\$27,429	\$27,429	\$27,429
5	\$28,844	\$28,844	\$28,844	\$28,844
6	\$29,375	\$29,375	\$29,375	\$29,375
7	\$29,928	\$29,928	\$29,928	\$29,928
8	\$30,507	\$30,507	\$30,507	\$30,507
9	\$31,111	\$31,111	\$31,111	\$31,111
10	\$31,738	\$31,738	\$31,738	\$31,738
11	\$32,391	\$32,391	\$32,391	\$32,391
12	\$33,070	\$33,070	\$33,070	\$33,070
13	\$33,770	\$33,770	\$33,770	\$33,770
14	\$34,925	\$34,925	\$34,925	\$34,925
15	\$35,986	\$35,986	\$35,986	\$35,986
16	\$37,083	\$37,083	\$37,083	\$37,083
17	\$38,519	\$38,519	\$38,519	\$38,519
18	\$43,335	\$43,335	\$43,335	\$43,335



## SCHEDULE F

### ELEMENTARY SCHOOL - EXTRACURRICULAR ACTIVITIES

Program/Advisor	2024-2028 Stipend
Student Government	\$ 2,276
Yearbook	\$ 2,338
Computer Lab Coordinator	\$ 2,151
Newspaper	\$ 2,033
Chorus Director	\$ 3,108
Family Math	\$ 880
Family Science	\$ 880
Games & Physical Education	\$ 2,007
STAY Program (per course)	\$ 780
I&RS Coordinator	\$ 1,213
Play Director/Producer	\$ 1,387
PLC Coordinator	\$ 880
NJASK Facilitator	\$ 731
Peer Mediation Advisor	\$ 655
Lead Teachers	\$ 3,902
Band Director	\$ 3,624
<u>Book Fair</u>	\$ 984

**SCHEDULE G**  
**MIDDLE SCHOOL - EXTRACURRICULAR ACTIVITIES**

<b>Program/Advisor</b>	<b>2024-2028 Stipend</b>
<b>MS Soccer Coach</b>	\$ 4,274
<b>Gymnastics Coach</b>	\$ 4,032
<b>MS Basketball Coach</b>	\$ 4,463
<b>MS Wrestling Coach</b>	\$ 4,818
<b>MS Baseball Coach</b>	\$ 4,486
<b>MS Softball Coach</b>	\$ 4,486
<b>MS Cheerleading Coach</b>	\$ 2,627
<b>MS Drill Team</b>	\$ 2,627
<b>Intramurals</b>	\$ 1,874
<b>Student Government</b>	\$ 2,276
<b>Yearbook</b>	\$ 2,338
<b>Newspaper</b>	\$ 2,033
<b>Chorus Director</b>	\$ 2,273
<b>Middle School Band</b>	\$ 2,273
<b>Middle School Play Director/Producer</b>	\$ 2,080
<b>Family Math</b>	\$ 880
<b>Family Science</b>	\$ 880
<b>Family Tools and Technology</b>	\$ 880
<b>7th Grade Advisor</b>	\$ 634
<b>8th Grade Advisor</b>	\$ 760
<b>National Junior Honor Society</b>	\$ 697
<b>STAR Program Coordinator</b>	\$ 444
<b>PLC Coordinator</b>	\$ 880
<b>I&amp;RS Coordinator</b>	\$ 880
<b>NJASK Instructor</b>	\$ 731
<b>STAY Program (per course)</b>	\$ 780
<b>Peer Mediation Advisor</b>	\$ 655
<b>Peer Leadership Advisor</b>	\$ 655
<b>Peer Tutoring Advisor</b>	\$ 655
<b>Bruins That Care Advisor</b>	\$ 655
<b>Robotics Club Advisor</b>	\$ 655
<b>Saturday School (Hourly)</b>	\$ 64
<b>Central Detention (Hourly)</b>	\$ 43
<b>Computer Room (Hourly)</b>	\$ 43
<b>Lead Teacher</b>	\$ 3,902

**SCHEDULE H**  
**HIGH SCHOOL - EXTRACURRICULAR ACTIVITIES**

<b>Program/Advisor</b>	<b>2024-2028 Stipend</b>
<b>HS Band &amp; Ensemble Director</b>	\$ 6,252
<b>Drama Director/Producer</b>	\$ 4,973
<b>Musical Director/Producer</b>	\$ 4,301
<b>Assistant Director (Musical or Drama)</b>	\$ 2,966
<b>Chamber Singers Director</b>	\$ 2,273
<b>Color Guard</b>	\$ 1,990
<b>Virtual High School Coordinator</b>	\$ 7,077
<b>Portico (Yearbook)</b>	\$ 4,625
<b>Bear Print (newspaper)</b>	\$ 4,625
<b>Forensics (Debate) Advisor</b>	\$ 2,550
<b>Literary Magazine</b>	\$ 1,692
<b>Freshman Class Advisor</b>	\$ 843
<b>Sophomore Class Advisor</b>	\$ 1,029
<b>Junior Class Advisor</b>	\$ 1,574
<b>Senior Class Advisor</b>	\$ 1,869
<b>Student Government (Council)</b>	\$ 2,276
<b>Peer Leadership</b>	\$ 655
<b>Peer Mediation</b>	\$ 655
<b>Peer Tutoring Advisor</b>	\$ 655
<b>Student Assistance Counselor</b>	\$ 655
<b>Bears That Care Advisor</b>	\$ 655
<b>Race Matters Advisor</b>	\$ 1,030
<b>Gay Straight Alliance Advisor</b>	\$ 1,030
<b>Robotics Club Advisor</b>	\$ 655
<b>National Honor Society</b>	\$ 880
<b>PLC Coordinator</b>	\$ 880
<b>I&amp;RS Coordinator</b>	\$ 880
<b>PSLP Coordinator</b>	\$ 1,213
<b>PSLP Team Leader</b>	\$ 880
<b>Lead Teachers</b>	\$ 3,902
<b>Art Show Coordinator</b>	\$ 880
<b>Central Detention (Hourly)</b>	\$ 43
<b>Computer Room (Hourly)</b>	\$ 43
<b>Chaperones AM Patrol/Breakfast</b>	\$ 26
<b>Chaperones PM Patrol</b>	\$ 26
<b>Saturday School (Hourly)</b>	\$ 64
<b>Virtual PE/Health Program Facilitator</b>	\$ 880
<b>High School Graduation Coordinator</b>	\$ 840

**SCHEDULE H**  
**HIGH SCHOOL - EXTRACURRICULAR ACTIVITIES** (continued)

<b>Position</b>	<b>2024-2028 Stipend</b>
Spanish Club	\$ 655
Naviance Coordinator	\$ 880
Testing Coordinator	\$ 4,625
E-Sports (Year)	\$ 6,790
Robotics Team Coach	\$ 5,000
Head Football Coach	\$ 11,927
Assistant Football Coach	\$ 8,490
Head Soccer Coach	\$ 8,571
Assistant Soccer Coach	\$ 5,805
Head Gymnastics Coach	\$ 8,571
Assistant Gymnastics Coach	\$ 5,805
Fall Cheerleading Coach	\$ 3,246
Head Cross Country Coach	\$ 7,687
Varsity Basketball Coach	\$ 10,547
Assistant Basketball Coach	\$ 7,193
Head Wrestling Coach	\$ 10,547
Assistant Wrestling Coach	\$ 7,193
Head Indoor Track Coach	\$ 7,687
Assistant Indoor Track Coach	\$ 4,931
Bowling Coach	\$ 3,841
Winter Cheerleading Coach	\$ 4,142
Head Baseball Coach	\$ 8,571
JV Baseball Coach	\$ 5,805
Head Softball Coach	\$ 8,571
JV Softball Coach	\$ 5,805
Head Track Coach	\$ 10,547
Assistant Track Coach	\$ 6,506
Golf Coach	\$ 3,841
Intramural Coaches (Weightroom)	\$ 2,263
Athletic Trainer (Per Season)	\$ 7,687
Competition Cheerleading Coach	\$ 3,246
Bus Driver (CDL) per Trip	\$ 42
Head Tennis Coach	\$ 6,209
Assistant Tennis Coach	\$ 3,347
Head Volleyball Coach	\$ 6,209
Assistant Volleyball Coach	\$ 3,347

## SCHEDULE H

### HIGH SCHOOL - EXTRACURRICULAR ACTIVITIES (continued)

Other Athletic Stipend Positions	2024-2028 Stipend
Site Supervisor	\$ 124
Ticket Taker/Seller	\$ 71
Cameraman	\$ 95
Timer	\$ 86
Announcer	\$ 93
Chaperone (Hourly)	\$ 25.93

## SCHEDULE I - STIPENDS

The stipends for the following positions shall be:

	2024-2028
<b>Tier I:</b>	
1. Curriculum Writing	\$43.00
2. Leveled Library Maintenance	\$43.00
3. Before/After-Care Programs	\$43.00
4. After-School Program	\$43.00
5. District-Sponsored Parent Workshops	\$43.00
6. ACE	\$43.00
7. Workshop Facilitator	\$43.00
8. New Teacher Induction Facilitator	\$43.00
9. Home Instruction	\$43.00
10. Student Tutoring Program	\$43.00
11. Translator	\$43.00

	2024-2028
<b>Tier II</b>	
1. Classroom coverage during Prep Time (ES and MS/HS when D&R is not in effect)	\$41/period
2. Classroom coverage during Prep Time (MS/HS when D&R is in effect)	\$49/period
3. Lunch Coverage	\$41/period

### Summer School

Effective July 1, 2024, the following rates shall apply to summer school:

General Education Summer School:	\$43.00/ hour
ESY Summer School:	\$43.00/ hour

### Summer Work:

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

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

All nurses shall be paid \$240.00 per diem for performing physical examinations over the summer.

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

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

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