# **AGREEMENT**

# between the

# KINGSWAY REGIONAL SCHOOL DISTRICT BOARD OF EDUCATION and the

# KINGSWAY EDUCATION ASSOCIATION

July 1, 2006 - June 30, 2009

# **TABLE OF CONTENTS**

<u>ARTICLE</u>		<u>PAGE</u>
I	Recognition	1
II	Negotiation Procedure	1
III	Grievance Procedure	2
IV	Association Rights and Privileges	6
V	Work Hours and Work Year	8
VI	School Calendar	20
VII	Staff Member Assignment Procedures	21
VIII	Staff Member Employment	21
IX	Salaries	23
X	Posting of Job Openings	26
XI	Temporary Leaves of Absence	28
XII	Extended Leave of Absence	32
XIII	Vacations – Secretarial/Clerical, Custodial, Maintenance and Mechanics	35
XIV	Hospitalization and Health Benefits	37
XV	Professional Growth	38
XVI	Observation and Evaluation Procedures	44
XVII	Representation Fee for Non-Members	45
XVIII	Personal Property Damage Reimbursement	46
XIX	Duration	47
Schedule A Schedule B		48 56

#### ARTICLE I

#### RECOGNITION

The Board of Education recognizes the Kingsway Education Association as the exclusive majority representative for negotiations concerning grievances and terms and conditions of employment for all certificated and non-certificated personnel employed by the Board, whether under contract or on leave:

#### A. Including:

- Teachers primarily responsible for service, as follows: guidance counselors, media specialists, social workers, learning disability/teacher/ consultants, speech correctionists, nurses, substance awareness coordinators, school psychologists (nonsupervisory) and instructional aides.
- 2. All non-certificated employees holding positions as office personnel, bus drivers, aides, mechanics, custodial/maintenance personnel, cafeteria personnel and technology personnel.
- B. Excluding: All confidential employees, including the Secretary to the Superintendent, the Secretary to the School Business Administrator/Board Secretary (SBA/BS), the Accounts Payable Bookkeeper, and the Payroll Bookkeeper; the transportation clerk; all craft employees; all managerial and supervisory employees within the meaning of the Act; and all other employees of the Board of Education not specifically included in this Recognition clause.
- C. The term staff member or Association shall refer to all bargaining unit members.

#### ARTICLE II

#### **NEGOTIATION PROCEDURE**

In accordance with existing laws, the parties agree to meet for the purpose of collective negotiations and to reduce to writing proposals deemed by the parties' appropriate matters for negotiations. The Agreement reached, as a result of these negotiations will be reduced to writing and signed by the parties. Only those individuals employed by the Board at the time of ratification shall be eligible for any retroactivity in salary, fringe benefits or other emoluments provided for in the Agreement.

#### **ARTICLE III**

#### GRIEVANCE PROCEDURE

#### A. Definitions

#### 1. Grievance

A "grievance" is a claim by a staff member based on a violation of this Agreement; or a policy, or a unilateral administrative decision which adversely affects a staff member's terms and conditions of employment, except that the term "grievance" shall not apply to any matter for which:

- a. A method of review is prescribed by law or by any rule or regulation of the State Commissioner of Education having the force of law, or
- b. The Board of Education is without authority to act.

As used in the definition, the term "staff member" shall also mean a group of employees of the Association having the same grievance.

## B. <u>Purpose</u>

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

# C. <u>Time Limits</u>

A grievance, to be considered under this procedure, must be initiated by an employee within twenty (20) workdays of the time when the employee knew or should have known of its occurrence.

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 may be extended, and confirmed in writing, by mutual agreement between the Superintendent of Schools and the Association president.

In the event a grievance is filed on behalf of a ten (10) month employee at such time that it cannot be processed through all the steps in the grievance procedure by the end of the school year, the time limits set forth herein may be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practical.

#### D. Procedure

#### 1. Step One

An employee with a grievance shall first discuss it with the Principal or the immediate supervisor, with the objective of resolving the matter informally at this level. If a grievance is filed as a result of a decision/action of the Superintendent, the grievance procedure will begin at the Superintendent's level.

Upon the request of the employee, the Association's representative may be present.

## 2. Step Two

If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee, the employee may set forth, on the appropriate Board/Association grievance form the employee's grievance to the respective Principal for certificated staff, and to the School Business Administrator for non-certificated staff, within twenty (20) work days of the date of the occurrence, or 10 days from discussion, whichever is later, specifying the following:

- a. The nature of the grievance.
- b. The results of previous discussions.
- c. His/her dissatisfaction with decisions previously rendered.
- d. What relief he/she is asking.
- e. The specific contract language or Board policy allegedly violated.
- f. Either party may request a meeting to discuss the issues.

The Principal or the School Business Administrator shall communicate his decision to the employee within ten (10) school days of receipt of the written grievance.

# 3. Step Three

If the grievant is not satisfied with the disposition of his/her grievance at Step Two, or if no reply is forthcoming within ten (10) work days after the presentation of the grievance, the employee may submit the grievance in writing to the Superintendent within fifteen (15) work days after the response is received, or should have been, whichever is later. Either party may request a meeting to discuss the issues. If the Superintendent denies the grievance, the Association Grievance Chairperson or designee shall meet with the Superintendent to jointly specify all issues pertinent to the grievance prior to the Board of Education level hearing. This meeting shall occur within 15 (fifteen) work days of the denial unless both the Superintendent and Association agree to extend the time lines.

#### 4. Step Four

If the grievant is not satisfied with the disposition of the grievance at Step Three, or if no decision is forthcoming within fifteen (15) work days after the presentation of the grievance, the employee may submit the grievance in writing to the Board of Education within fifteen (15) work days after the response is received or should have been received, whichever is later.

In the event either party introduces documents, witness, or any other testimony that the other party is not aware of, that party may declare a recess. This declaration shall not affect the time limitations as contained in this article.

The Board of Education shall hold a hearing within thirty (30) days of receipt of the grievance, and shall, within ten (10) work days following the hearing, render a decision in writing to the grievant and the Association.

#### 5. Step Five

If the decision of the Board does not resolve the grievance, the Association may request arbitration by a third party in accordance with Paragraph E herein. Such request shall be made in writing to the Board of Education through the Superintendent within twenty-one (21) workdays of the receipt of the Board's decision. However, if a written request for arbitration is not made to the American Arbitration Association within thirty (30) calendar days after the Superintendent is notified, the matter shall be considered final as rendered at the Board level. The Board shall not be required to give reasons for its decisions, and the Board's decisions in the following matters shall be final and not subject to arbitration:

- a. Any matter subject to any rules or regulations of the Commissioner of Education or covered by N.J.S.A. 18A: or N.J.A.C. 6:
- b. A complaint of a non-tenured professional staff member which arises by reason of his/her not being re-employed;

- A complaint by a professional staff member, occasioned by appointment to or lack or appointment to; retention in or lack of retention in any position for which tenure is either not possible or not required;
- d. An administrative decision that is not violative of established terms and conditions of employment.

#### E. Arbitration Procedures

- 1. A request will be made to the American Arbitration Association for selection of an arbitrator in accordance with its rules.
- 2. The Arbitrator is limited to the written submissions and witnesses presented during the Board of Education hearing. He/she shall limit himself/herself to the issue submitted and the documents and witness heard and consider nothing else. He/she has no authority to add, subtract or modify anything in the Agreement between the parties or any policy or procedure of the Board of Education.
- 3. The recommendations of the arbitrator shall be binding on both parties. Both parties agree that no further appeals beyond the arbitrator will be initiated in the event of an unfavorable decision. Only the Board and the aggrieved and his representative shall be given copies of the arbitrator's report of findings and recommendations.

## F. Miscellaneous

- 1. Each party will bear the total cost incurred by them.
- 2. The fees and expenses of the arbitrator are the only costs, which will be shared by the two parties, and such costs will be shared equally.
- 3. Failure at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
- 4. It is understood that staff members, during and notwithstanding the processing of any grievance, shall not refuse to continue to function in their duties until final determination of same.
- 5. The grievant may be advised by a representative of his/her own choosing at Steps 1 through 4 of this procedure. The Association shall have the right to have a representative of its own present at all meetings.

#### **ARTICLE IV**

#### ASSOCIATION RIGHTS AND PRIVILEGES

# A. <u>Use of School Buildings</u>

The Association may use the school premises for the purpose of holding meetings, providing the following conditions are met:

- 1. That **notice be given to** the Superintendent or his/her designee.
- 2. That said **notice be given** in the following manner:
  - Said request shall be made at least twenty-four (24) hours prior to the meeting time, when possible;
- 3. The use of said school premises for meetings shall not interfere, interrupt, nor conflict with the normal operations of the school nor with student activities.
- 4. Any costs resulting from the use of school facilities shall be borne by the Association.
- 5. The Association shall be fully responsible for any damages to school property resulting from the misuse of the facilities.
- 6. Association meetings shall not begin prior to the end of the contracted teachers' day or non-certificated day as applicable.

#### B. Use of School Equipment

The Association, with prior approval of administration, may use school facilities and equipment including computers, typewriters, duplicating equipment, calculators, and audio-visual equipment when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use and for any repairs necessitated as a result thereof.

1. The KEA will be provided a copier code to duplicate materials. The cost shall be \$.15 per copy. A bill with the amount of copies noted will be sent to the KEA quarterly.

# C. Use of Staff Mailboxes

The Association will receive use of staff mailboxes for Association business.

# D. <u>Use of Bulletin Board</u>

The Association shall have the use of a bulletin board in the faculty **rooms in each school**, in the Transportation Department, in the kitchen area of the cafeteria and the custodial/maintenance area and one additional location for the secretarial staff to be mutually determined.

# E. Meeting Attendance

A second shift custodian who is also a representative may attend meetings during his/her shift provided that:

- 1. All meetings shall be limited to one (1) per month and not last longer than forty-five (45) minutes.
- 2. The individual shall request approval of the Supervisor at least fortyeight (48) hours in advance.
- F. The KEA President shall have a reduced schedule of five (5) periods and no duties.

#### G. Contracted Services

If the Board decides to solicit Requests for Proposals (RFP's) for contracting outside vendors to assume the operation of a service currently provided by Board employees, the Board will provide the Association with the RFP, two weeks before release to vendors.

In the event that the Board hires an outside contractor to provide services formerly provided by Board employees, an employee who has a minimum of five (5) years in the district shall receive payment for fifteen (15) days of accumulated illness days at twenty dollars (\$20.00) per day upon contracting these services.

If at the end of the awarded contract, the Board decides to reassume the contracted services, the Board will use its seniority recall list to notify those employees who lost a position as a result of privatization. However, the Board reserves the right to interview and hire the candidates they feel are most qualified. Employees will have two weeks to respond to a Board recall letter.

#### ARTICLE V

#### WORK HOURS AND WORK YEAR

# A. <u>Professional Staff Members Work Hours and Work Year</u>

- 1. The normal workday shall be seven (7) hours and ten (10) minutes except for Monday when the workday for staff members shall be seven (7) hours and thirty-five (35) minutes. The additional time on Monday (or the first day of the workweek if a holiday occurs on a Monday) shall be used for staff meetings, department meetings or in-service sessions. Absence from these sessions is permitted only with approval of the Principal/designee.
- 2. Professional staff members are encouraged to participate in a reasonable number of extra-curricular activities, PTO, concerts, plays, athletic events and similar school activities.
- 3. All certified staff shall attend two (2) evening activities per year. Teachers must secure an administrator's permission to miss such activities due to unforeseen emergencies or situations. The Board of Education shall publish a school calendar listing events at which teacher participation is required, at the start of the school year. Should the dates of any of the events at which teacher participation is required be changed, the Administration will notify the affected staff members as soon as possible. On back-to-school nights, teachers may leave ten (10) minutes after the end of the regular student day to prepare for back-to-school night.
- 4. Counselors, social workers, learning disability/teacher consultants, school psychologists (non-supervisory) and substance awareness coordinators may elect compensatory time or pay at the negotiated hourly rate for required night meetings. Payment will be limited to a total of 10 hours per person per school year. The compensatory time shall be taken upon approval of the respective supervisor. All compensatory time must be used by December 31st after the school year in which it is earned. No more than two (2) counselors per building may be on compensatory leave at any time, unless approved by the Superintendent. There must be one (1) counselor on duty at all times during the school day.
- 5. Member's participation in extra-pay activities, which extend beyond the regularly scheduled in-school day, shall be compensated according to rate of pay in Schedule "B".

- 6. The work year shall be 185 days, 181 instructional 4 in-service, one of which will be scheduled for the day after the last student day, exclusive of the NJEA Convention. Teachers who have not satisfactorily completed "close-out duties" at the end of the academic year may be required to do so on one or more additional days, if necessary, as determined by the respective Principal.
- 7. Fifty percent (50%) of the teachers in each of the core area departments can be assigned six (6) classes. The core areas are English, math, social studies, science, special education and foreign languages. Additionally, in two of the core areas, one (1) teacher over the number that is identified as 50% can be assigned a sixth class. [This means that two additional teachers of the total number of all core departments can be assigned a sixth teaching period.] The Board will make every effort to avoid the same departments having the additional teacher periods in consecutive years.

In the event of an uneven number, the amount will be rounded down (11 teachers  $\div$  2 = 5.5 = 5 teachers).

- 8. All teachers in all other departments can be assigned six (6) classes.
- 9. Whenever administratively possible, no teacher shall have more than three (3) different rooms or more than three (3) classes in a row.
- 10. Teachers shall indicate their presence for duty by noting the time of arrival and leaving (if prior to 4:00 p.m.) on an attendance register in the Main Office.
- 11. Each classroom teacher's schedule shall include at least one period free of scheduled duties.
  - a. A teacher responsible for five (5) classes has five (5) periods of instruction, 1.5 periods of supervision, .5 period for lunch and 1.5 periods conference/planning time. A teacher responsible for six (6) classes has six (6) periods of instruction, zero (0) for supervision, .5 period for lunch, and two (2) periods for conference/planning time.
- 12. Each teacher shall have a continuous duty-free lunch equal to the length of a student lunch.
- 13. a. Teachers with five (5) classes, who teach a multiple prep in a single period, shall be released from one (1) full duty period.

- b. Teachers with six (6) classes, who teach a multiple prep in a single period, may leave five (5) minutes after the end of the student day.
- c. P.E., Special Education, Basic Skills and Supplemental teachers are not covered by the above provisions.
- d. For the 1998-99 school year and beyond, teachers who are assigned advanced placement courses will not be assigned AM duties, PM duties. Homerooms may be assigned with consent of the individual teacher.
- 14. Hours and duties for specialized personnel (media specialists, nurses, guidance counselors, learning disability teaching/consultants, speech correctionists, social workers, substance awareness coordinators, school psychologists (non-supervisory), shall be the same as enumerated in the contract for teachers with the following exceptions:
  - a. They will have no assigned preparation period.
  - b. Except in extreme emergencies they will not be assigned the following:
    - (1) Study halls
    - (2) Homerooms
    - (3) Bus duty
    - (4) Corridor duty
    - (5) Cafeteria supervision
  - c. They will have one (1) fifteen (15) minute break and will have a forty (40) minute duty-free lunch period.
  - d. They will devote all of their working hours to the responsibilities of their position.
  - e. When necessary, guidance counselors may be required to teach one career/guidance-related class.
  - f. Any teacher/guidance counselor shall be given a commensurate amount of prep time based upon the number of periods taught.
  - g. Librarians may be required to teach courses in library usage/study skills or courses within their area of certification. If assigned, he/she shall be given a commensurate amount of prep time based on the number of periods taught.

- h. One librarian may be scheduled from 9:00 a.m. to 4:00 p.m.
- 15. The Principal shall have the right to assign teachers other duties during the school day as determined necessary to operate the school.
  - a. Coverage for early morning bus duty shall be offered to volunteers. If no one volunteers, this will be assigned. Any teacher so assigned shall be given the option to leave early the same number of minutes he/she worked prior to the required arrival time. When faculty meetings are held, this shall not apply.

# (1) PM Bus Duty

If buses leave late on a regular basis and administration is unable to correct the situation, the Board and Association shall expeditiously seek a remedy.

# B. Support Staff Working Conditions

#### 1. Custodians and Maintenance

- a. The work day for custodians and maintenance personnel shall be eight (8) continuous hours including a daily thirty (30) minute lunch and one fifteen (15) minute break.
- b. Forty (40) hours including lunch and breaks shall be considered the standard workweek. Work in excess of forty (40) hours per week, on Saturday or Sunday shall be at 1.5 times the regular rate of pay except for a person who is scheduled from Tuesday to Saturday. For the purpose of calculating overtime, the workweek is defined as Monday through Sunday, inclusive. Work on holidays shall be 2.5 times the regular rate of pay.
  - (1) Time absent for illness will not be deducted from the regular workweek in computing hours over forty (40) for overtime pay purposes. Provision is applicable only for illness and holidays, not personal days or emergency leave.
  - (2) Additional compensation will be paid for services rendered at times other than regularly assigned work hours.
  - (3) Any custodial or maintenance employee who obtains a Black Seal license and who duly renews said license, shall receive an annual stipend of \$300.00, if a pesticide license is received, the annual stipend is \$150.00.

(4) Employees who obtain a license during the course of a school year shall receive a prorated stipend based upon the number of full months that the license is held.

The Board shall require that the original license be presented to the School Business Administrator in order to initially claim the stipend. A copy of the license shall be kept on file in the employee's personnel file. Each time the license is renewed, a valid copy must be placed into the employee's personnel file. Failure to keep the license current or failure by the employee to submit a copy of the valid certificate will result in the loss of the stipend.

- (5) Employees hired before July 1, 1993 are eligible for reimbursement for the cost of the Black Seal course, upon receipt of and presentation of their license.
- (6) Any custodial/maintenance personnel hired after July 1, 1990, will be required to secure a "Black Seal" license within the first year of employment or he/she may be terminated. Such employees are not eligible for reimbursement for the cost of the Black Seal course, however, they are eligible to receive the stipend for obtaining their license. Should the license be obtained during the course of the work year, the stipend will be prorated based on the number of full months that the license is held. The prorated stipend shall be calculated as of the first of the month following the month in which the license is presented. In ensuing years, as long as the license is renewed, the full stipend shall be paid to the employee.
- (7) During the summer recess, all custodians will work the day shift with the exception of two (2) custodians scheduled on the night shift. This night shift may be rotated. Existing shifts will continue for the remainder of the workweek if the summer recess or the start of the school year commences during that week. Shift changes will commence on the next full workweek.
- c. Custodians and maintenance personnel shall be granted twelve (12) paid holidays each year as follows: New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving Day and the Friday following, Christmas Eve, Christmas Day, and New Year's Eve.

d. At initial hire, all maintenance and custodial personnel shall be provided with four (4) full uniforms, one (1) pair of work shoes and three (3) t-shirts. In each subsequent year of employment, all maintenance and custodial personnel shall be provided three (3) full uniforms, one (1) pair of work shoes and three (3) t-shirts per year. Uniforms will be selected by the administration after consulting the staff. Uniforms must be worn. A supply of overshoes and foul weather gear will be made available.

#### e. 1. Overtime

There shall be one list for overtime. Employees who meet the qualifications for the duty would be offered the next applicable opportunity. If the work is refused, the person is skipped. Overtime will be offered in seniority order on a rotating basis to start. Subsequent overtime will be offered to those with the least hours worked or refused, continuing on a rotating basis.

Overtime situations requiring a Black Seal license may be cause for skipping individuals who do not hold said license.

2. If an unexpected absence occurs in the custodial/
maintenance staff due to an emergency illness, an
emergency personal day, or a death in the family, the
District may elect to offer overtime to members of the
preceding shift, the shift for which the shortage occurs,
or the following shift so that they can complete the
additional work.

The District shall use the overtime list, but is not required to post the opening.

The procedure mentioned above regarding the use of seniority shall apply by following through the overtime list until an employee agrees to complete the additional shift. Overtime will be offered in seniority order on a rotating basis.

f. Any custodial/maintenance employee called back to work shall be guaranteed a minimum of **two (2)** hour's pay.

#### 2. Cafeteria

- a. A \$1.50 hourly rate increase will be paid to a designated cafeteria employee who assumes temporary replacement of cafeteria manager's position due to manager's absence from work; additional stipend to be based on prior arrangement confirmed by the cafeteria manager and approved by the School Business Administrator/Board Secretary.
- b. The cafeteria work year is 180 days.
- c. Cafeteria workers will be paid for all hours worked including days when lunch is served and extra set-up or closeout days.
- d. Cafeteria personnel will not be paid for any emergency school closing.
- e. Cafeteria personnel will be paid for days school is not in session because of in-service programs if the personnel report for cafeteria in-service programs.
- f. Cafeteria employees will receive time and one-half (1-1/2) for all hours in excess of 40 hours per week and when requested for night activities.
- g. The Cafeteria Supervisor, at the start of each school year, shall provide an opportunity for all workers to indicate their desire to be considered for overtime assignments. The list of workers interested shall be organized according to seniority. Every effort will be made to balance the hours assigned.
- h. Martin Luther King, Jr. Day, Good Friday, Memorial Day, Thanksgiving and Christmas are to be paid holidays.
- i. At initial hire, all cafeteria employees shall be provided with three (3) full uniforms and two (2) pair of work shoes. In each subsequent year of employment, all cafeteria employees shall be provided with three (3) full uniforms and two (2) pair of work shoes per year. Uniforms will be ordered by September 30<sup>th</sup> of each school year.
- j. It is the responsibility of the cafeteria supervisor to establish at the beginning of each year the hours for the working day. A minimum of five (5) hours per worker per day will be scheduled. **All cafeteria**

# workers hired for 2006-2007 and beyond will be guaranteed a four (4) hour minimum work day.

- k. Services rendered for the preparation of special foods during the regular workday will be paid at the regular rate.
- I. Employees assigned to work for special functions as "kitchen supervisors" will be paid the time and one half (1-1/2) rate.
  - "Special functions" will be construed to mean any activity or event that is other than a completely internal one involving only Kingsway personnel or students.
- m. No employee is to accept any payment from a person or a group for service at a function.
- n. Each cafeteria employee shall receive a ten (10) minute break per day, to be scheduled by the cafeteria supervisor.
- o. Employees who receive a NJFSA certificate shall receive a \$250.00 stipend.
- p. An employee who substitutes for the cook or assistant cook will receive the higher rate of pay.
- q. If rotation of jobs ceases, the Board and Association will expeditiously negotiate the impact of this.

## 3. <u>Secretarial/Clerical Staff</u>

- a. The workday for secretarial/clerical personnel shall not exceed eight (8) hours. It shall include a daily forty-five (45) minute duty-free lunch and one (1), five (5) minute daily break. The schedule will be developed by the office supervisor with input from the assigned staff to ensure coverage of the office at all times during the workday.
- b. Forty (40) hours, including lunch, shall be considered the standard workweek.
- c. Work in excess of the standard workweek, or on Saturday or Sunday shall be one and one-half (1-1/2) times the regular rate of pay. For the purpose of calculating overtime, the workweek is defined as Monday through Sunday, inclusive. Work on holidays when school is closed shall be two and one-half (2-1/2) the regular

rate. Attendance at mandatory hearings and other out-of-office responsibilities at times other than the regular work hours will be considered as overtime.

- (1) Time absent for illness, holiday, personal day or vacation day will not be deducted from the regular workweek in computing hours over forty (40) for overtime pay purposes.
- d. During July and August, and possibly beginning the last week in June, at the sole discretion of the Superintendent, a flex schedule may be in effect. The dates are as follows:

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2006 – July 1<sup>st</sup> to September 1<sup>st</sup> (9 weeks)
2007 – July 1<sup>st</sup> to September 1<sup>st</sup> (9 weeks)
2008 – June 30<sup>th</sup> to August 29<sup>th</sup> (9 weeks)
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The workweek shall consist of four (4) eight hours and fifteen minute days (8.25) with a thirty (30) minute lunch and a five (5) minute break. Coverage will be provided from 7:00 a.m. to 4:00 p.m. A schedule for coverage will be developed between the office personnel and respective office supervision and submitted to the Superintendent for approval by June 1<sup>st</sup> of each year.

- e. As long as the Board of Education continues to schedule spring break as a shortened vacation period, secretarial and clerical employees shall not be required to work during the vacation period. Should the Board of Education determine to restore a full week of vacation, secretarial and clerical employees shall be subject to the following work provisions. During winter and spring breaks, each office personnel employee will be required to be in attendance one (1) day each break. Rotating schedule to be determined by each administrator or each office and submitted to the Superintendent.
- f. During the school year office personnel shall follow the teachers' calendar which is drawn up by the Superintendent each year and during the months of July and August shall be entitled to observe all legal holidays.
- g. Part time secretaries called in to their regular job on a day off will receive their regular rate of pay.
- h. Beginning in the school year 2007-2008, all ten (10) month secretaries will receive ten (10) paid holidays per year as follows: New Year's Day, Martin Luther King, Jr. Day,

President's Day, Good Friday, Memorial Day, Thanksgiving and the day following, Christmas Eve, Christmas Day and New Year's Eve.

200-day secretaries (10 month secretaries) shall be paid 200 days, 10 of which will be paid holidays listed above, They will work a total of 190 days starting in the 2007-2008 school year.

#### 4. <u>Mechanics</u>

- a. Mechanics shall work twelve (12) months of the year.
- b. The work day shall be eight and one-half (8-1/2) hours per day, including a one-half (1/2) hour lunch period, including one (1) daily fifteen (15) minute break.
- c. Forty-two and a half (42-1/2) hours, including lunch, shall be considered the standard workweek.
  - (1) Time absent for illness will not be deducted from the regular workweek in computing hours over forty-two and a half (42-1/2), including lunch, for overtime pay purposes. Provision is applicable only for illness and holidays, and not for emergency leave or personal days.
  - (2) Time worked in any one week in excess of forty-two and a half (42-1/2) hours shall be compensated at one and one-half (1-1/2) time. The workweek shall be considered Monday through Sunday.
- d. Transportation mechanics will receive twelve (12) paid holidays per year as follows: New Year's Day, Martin Luther King, Jr. Day, President's Day, Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving Day and the day following, Christmas Eve, Christmas Day and New Year's Eve.
- e. During the summer months, July and August, at the discretion of the Superintendent, the workday may be reduced to seven and one-half (7-1/2) hours including one-half (1/2) hour for lunch.
- f. A uniform and rag service will be provided with six (6) sets of uniforms for each mechanic. At initial hiring, each bus mechanic shall be provided with one (1) pair of work shoes at a value up to \$90.00. In each subsequent year of employment, all bus

mechanics shall be provided with one (1) pair of work shoes at a value up to \$90.00.

- g. Bus mechanics, called back to work in an emergency situation, during hours not contiguous to their regular workday, shall be guaranteed a minimum of two (2) hours of pay.
- h. The Board will establish a fund for the replacement of employeeowned hand tools that are broken during use on district vehicles. Each mechanic must submit a full inventory of tools on July 1st of each year. Upon presentation of the tool to the Transportation Supervisor, a replacement will be provided.
- i. In the event of a school closing due to a snow storm, the mechanics will report to work at a time established by the Supervisor to clean buses and move them to allow the lots to be plowed. This will be 7:00 a.m. to 3:00 p.m. unless unusual situations are presented.

#### 5. Bus Drivers and Bus Aides

- a. The Transportation Supervisor shall determine regular work hours as each run is packaged.
- b. Time worked in any one week in excess of forty (40) hours shall be compensated at one and one-half (1-1/2) time. The workweek shall be considered Monday through Sunday.
- c. Bus drivers and aides shall be eligible for the following paid holidays: Martin Luther King, Jr. Day, Good Friday, Memorial Day, Thanksgiving Day and Christmas Day.

#### d. In-Service Day

Bus drivers will receive one (1) or more paid in-service day(s) per school year, to be used for training purposes, with the immediate supervisor, and Business Administrator to approve in advance, hours to be assigned and program topic to be arranged for this purpose.

e. The Board of Education shall provide a \$85.00 (2006-07)), \$90.00 (2007-08) and \$95.00 (2008-09) clothing allowance for each bus driver and bus aide, as selected by the majority of employees from a prepared listing. These items may be purchased by the Board

- from any vendor. These items will be ordered by **October** 30<sup>th</sup> of each school year.
- f. After one (1) year of successful employment within the Kingsway Regional School District, bus drivers shall be reimbursed for the cost of fingerprinting. All subsequent fingerprinting and license renewal costs shall be borne by the Kingsway Regional School District.
- g. Drivers will be provided with money for tolls, parking, etc., in advance of trips, if requested. Upon completion of trip, receipts and balance of money shall be returned to Supervisor.
- h. If a run is canceled by the district, without providing the driver with adequate notice, said driver shall receive one and one-half (1½) hours' pay.
- i. At the beginning of the school year, a listing of all assigned routes and drivers shall be made available to the KEA.
  - If a substitute driver is assigned to a regular run for sixty (60) consecutive days and the regular driver is not on an approved leave of absence, the Board shall declare a vacancy and advertise accordingly.
- j. Drivers who are requested to be on call by the SBA/BS, or Superintendent, or designee will be compensated at sit-time rates.
- k. Drivers and aides are not responsible for washing buses.

#### 6. Classroom Aides

- a. The workday/workyear shall be the same as that for students with the exception of a variation mandated by an I.E.P. and shall not exceed the contractual work hours, or 6-3/4 hours per day for non-instructional aides.
- b. Aides will have a continuous duty-free lunch equal in length to the student lunch.
- c. Aides can be assigned six (6) periods per day.

### 7. Technology Personnel

- a. The workday shall not exceed eight (8) hours. It shall include a daily thirty (30) minute duty-free lunch and one (1), fifteen (15) minute daily break.
- b. Forty (40) hours, including lunch, shall be considered the standard workweek.
- c. During the school year the technology personnel shall work the teacher calendar.
- d. During the months of July and August, technology personnel shall be entitled to observe all legal holidays.
- e. During July and August, and possibly beginning the last week in June, at the sole discretion of the Superintendent, a flex schedule may be in effect. The dates are as follows:

```
2006 – July 1<sup>st</sup> to September 1<sup>st</sup> (9 weeks)
2007 – July 1<sup>st</sup> to September 1<sup>st</sup> (9 weeks)
2008 – June 30<sup>th</sup> to August 29<sup>th</sup> (9 weeks)
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The workweek shall consist of four (4) eight hours and fifteen minute days (8.25) with a thirty (30) minute lunch and a five (5) minute break. Coverage will be provided from 7:00 a.m. to 4:00 p.m. A schedule for coverage will be developed between the office personnel and respective office supervision and submitted to the Superintendent for approval by June 1<sup>st</sup> of each year.

#### ARTICLE VI

#### SCHOOL CALENDAR

The Superintendent of Schools shall draw up a school calendar to recommend to the Board of Education and shall consult with the Association prior to such recommendation. The Board of Education reserves the unilateral right to establish the school calendar.

#### ARTICLE VII

#### STAFF MEMBER ASSIGNMENT PROCEDURES

#### A. <u>Date for Presently Employed Professional Staff Members</u>

Staff members shall be assigned schedules determined by their certification and staff availability. All members shall be given written notice of their class and/or subject assignments for the forthcoming year not later than the last teacher day with a copy to the KEA/designee, unless emergency conditions dictate otherwise. In the event that changes in such schedules, class and/or subject assignments are made thereafter, the member affected shall be notified promptly; notification of changes will be made to the KEA President on or about July 15<sup>th</sup> and August 15th; and upon the request of the member, the changes shall be promptly reviewed by the administration and the member affected. At the member's option, a representative of the Association will also be present.

#### ARTICLE VIII

#### STAFF MEMBER EMPLOYMENT

#### A. Professional Staff Member Employment

As provided by law, the Board shall offer a contract to each non-tenured professional staff member whom it plans to re-employ for the following year.

Contracts so offered and accepted shall be signed and returned to the Board office within ten (10) days.

On or before June 10 of each year, tenured professional staff members will be notified, in writing, of their salary status for the ensuing year, and within ten (10) days, notify the Board Secretary of their intentions.

Nothing herein shall be construed to prohibit the Board from withholding an employee's increment.

# B. <u>Support Staff Employment</u>

1. Employees shall be notified of their assignment and salary status for the ensuing year within seven (7) working days after the regularly scheduled May Board meeting.

# 2. <u>For Non-Tenured Support Staff Employees</u>

Either party may terminate his/her contract at any time by giving notice to the other, in writing, ten (10) work days prior to the termination date. If the Board of Education is the party terminating the contract, it may terminate service immediately provided it makes salary payment for the ten (10) work days.

# 3. For Tenured Support Staff Employees

Tenured support staff members shall provide the Board with ten (10) work days notice of their intent to resign from their position.

- 4. Nothing herein shall be construed to prohibit the Board from withholding an employee's increment in a timely manner.
- 5. Technology Personnel Either party may terminate his/her contract at any time by giving notice to the other, in writing, thirty (30) workdays prior to the termination date. If the Board of Education is the party terminating the contract, it may terminate service immediately, provided it makes salary payment for the thirty (30) workdays.
- C. No employee shall be disciplined, reprimanded, or reduced in rank or compensation, without just cause. The Board retains the right to discipline or discharge an employee during the term of his/her employment contract pursuant to law. Discipline may include oral and/or written reprimands, increment withholdings, fines or suspensions without pay, if consistent with law, and mid-contract discharges consistent with the law, but shall not include the non-renewal of a non-tenured teaching staff member for performance related reasons. All disciplinary acts shall be subject to the grievance procedure. Any discipline to be imposed shall take into account the nature of the offense, the length of service and general employment record of the employee, the number of previous offenses, any other mitigating circumstances, and previous discipline administered to others in similar situations. Discipline shall be applied in a non-discriminatory fashion.

#### **ARTICLE IX**

#### <u>SALARIES</u>

# A. Schedule

The salary of each staff member covered by this Agreement is set forth in Schedule "A", which is attached hereto and made a part hereof.

- A-1 shall refer to the professional staff.
- A-2 shall refer to the custodial/maintenance staff.
- A-3 shall refer to the cafeteria staff.
- A-4 shall refer to secretarial/clerical staff.
- A-5 shall refer to bus mechanics.

#### A-6 shall refer to instructional aides/non-instructional aides

A-7 shall refer to bus drivers/bus aides.

# A-8 shall refer to technology personnel

Placement on the guides for new hires will be at an established step as agreed to between the candidate and the Board.

#### B. Method of Payment

1. Normally each staff member will be paid in installments on or before the 15th and 30th of each month, except when these dates fall on a weekend or holiday, in which case it shall be paid on the last work day prior.

#### 2. Final Pay

The final check of the year for professional members shall be dated the last teacher work day.

3. Bus drivers will be paid in twenty (20) installments.

#### 4. Credit Union Deduction

Each staff member may individually elect to have a percentage of his/her salary deducted from his/her pay for deposit in the ABCO Public Employees Federal Credit Union.

- 5. The divisor for extra pay or deductions shall be as follows:
  - 10 Month Employees 200
  - 12 Month Employees 260
- 6. All members shall be entitled to participate in a tax sheltered annuity program. The Board shall approve the program. No more than five (5) different plans may be offered. Each TSA shall be allowed to come into the school during working hours (lunchtime) three times a year.
- 7. Overtime payments shall be listed separately on checks, within the limitations of the payroll system.
- 8. Professional staff completing summer work will be paid no later than thirty (30) days following completion of the assignment and submission to and verification of the work by the appropriate supervisor.

# C. Salary Schedule "A" - Definitions

- 1. The term "professional staff member" shall include the nurse, **media specialist**, guidance counselors, learning disability **teacher/consultants**, psychologists (non-supervisory), social workers, **substance awareness coordinator** and any member of the professional teaching staff.
- 2. The term "Bachelor's Degree" shall mean a Bachelor's degree conferred by a college or university whose courses are acceptable to the New Jersey State Board of Examiners for certification purposes.
- 3. The term BA plus 15 shall mean the completion of fifteen (15) additional semester hours credit in graduate course beyond the course requirements for the Bachelor's degree in any college or university whose graduate courses for the Master's degree are acceptable to the New Jersey State Board of Examiners.
- 4. The term BA plus 30 shall mean the completion of thirty (30) additional semester hours credit in graduate course beyond the course requirements for the Bachelor's degree in any college or university whose graduate

- courses for the Master's degree are acceptable to the New Jersey State Board of Examiners.
- 5. The term "Master's Degree" shall mean a Master's Degree conferred by a college or university whose courses are acceptable to the New Jersey State Board of Examiners.
- 6. The term MA plus 15 shall mean the completion of fifteen (15) additional semester hours credit earned after July 1, 1988 in graduate courses beyond the course requirements for the Master's degree in any college or university whose graduate courses are acceptable to the New Jersey State Board of Examiners.
- 7. The term MA plus 30 shall mean the completion of thirty (30) additional semester hours credit earned after July 1, 1988 in graduate courses beyond the course requirements for the Master's degree in any college or university whose graduate courses are acceptable to the New Jersey State Board of Examiners.
- 8. The term MA plus 45 shall mean the completion of forty-five (45) additional semester hours credit in graduate courses beyond the course requirements for the Master's degree in any college or university whose graduate courses are acceptable to the New Jersey State Board of Examiners. A minimum of fifteen (15) of those graduate hours shall relate to the subject area or methodology of that subject taught by the teacher. Credit for those courses must be earned after July 1, 1988. Courses in administration or educational services will not count beyond MA+30 unless it is the area in which the staff member is employed, such as school nurse, guidance counselor, or other specialized service covered in the certification process.
- 9. The advanced work mentioned shall be approved by the Superintendent as to its making a direct contribution towards the increased efficiency or professional growth of the professional staff member. The Superintendent shall require a certified record from the school as evidence of the semester hours of work equivalent to the degree. The decision of the Superintendent concerning courses taken subsequent to the MA level (Sections C. 6, 7 and 8) is final and non-grievable.
- 10. In order to qualify for advancement due to degree conferred or additional levels of graduate work, the professional staff member must submit evidence of meeting the requirements prior to September 1st of each school year. Transcripts confirming that the requirements were met prior to September 1st will be accepted through October 15th with any salary increase related thereto being retroactive to September 1st.

# D. The percentage increases for the length of this Agreement are as follows:

2006-2007 - 4.9% 2007-2008 - 5.0% 2008-2009 - 5.0%

#### **ARTICLE X**

#### POSTING OF JOB OPENINGS

#### A. <u>Professional/Staff</u>

- 1. All openings will be posted in the school for five (5) calendar days and applications will be considered without limiting in any way the Board or Administration's discretion in the final determination. Such posting will be sent to the Kingsway Education Association President.
- 2. Notwithstanding the above, in emergency situations, there may be less than five (5) days posting, in which event the Superintendent will advise the KEA President of the basis for the emergency action.
- 3. Currently employed staff members moving from one job to another within a category, i.e., secretary to secretary, or clerk to clerk, need not re-take district qualifying skills tests that they have already taken and passed. Support staff members moving to a promotional position, i.e. clerk to secretary, must take and pass all required district-qualifying skills tests in order to be considered for the promotional position.

#### B. Transportation Staff

- All newly created positions or vacated runs will be posted in the District for five (5) calendar days and applications will be considered without limiting in any way the Board's or Administration's discretion in the final determination. Such posting will be sent to the Kingsway Education Association President.
- 2. Notwithstanding the above, in emergency situations, there may be less than five (5) days' posting, in which event the Superintendent will advise the KEA President of the basis for the emergency action.
- 3. Seniority within the District shall be a major consideration in the filling of said new position or vacancy.

- 4. Vacated runs which become available during the school year or the summer will be bid throughout the unit members on a seniority basis until all interested unit members have an opportunity to be considered for the open run(s).
- 5. During the course of any school year, after the third (3rd) internal bid, which creates a vacancy, the remaining position may be filled at the discretion of the Administration without regard to seniority. Any run so filled will be re-bid to the entire unit during the course of the following summer.
- 6. In the event that <u>all</u> runs are shortened, all runs will be rebid over the next summer. Runs will be awarded to the drivers by seniority.

# C. Posting of Additional Work for Bus Drivers

- 1. The Transportation Department shall provide, at the start of each school year, the opportunity for drivers to sign up for additional work. Drivers may indicate their desire to be considered for extra work in any one (1) or up to all **seven (7)** of the areas of extra assignments. Separate lists shall be maintained for: p.m. activities (after 4:30 p.m.), late sports and activities (after 5:30 p.m.), day trips (Monday through Friday), Saturday, Sunday, and holiday trips, and overnight trips. This procedure is applicable to any other work not indicated above. **No independent or substitute driver shall drive to or from any trip when a regular, full-time Kingsway driver returns daily to Kingsway from a regular run by 4:00 p.m.**
- 2. In each additional work area, the initial list shall be developed based upon the seniority of the drivers that indicate the desire to be considered. Each type of extra work assignment shall have a separate rotating list.
- 3. Drivers who miss an assignment because of absence for any reason other than personal illness, or who are unable to accept an assignment on the day their name comes up in the rotation, shall remain in the regular rotation for assignments. Said drivers will not have priority for the next available assignment.
- 4. Drivers who miss an assignment because of personal illness, the day before or of the trip, will not receive the assignment, however, they will receive priority for the next available assignment, before returning to their regular place in the rotation.
- 5. Drivers who refuse offers of an extra assignment on five (5) occasions may be removed from the additional work list at the discretion of the Transportation Supervisor. Trips refused, for which the driver received

less than forty-eight (48) hours' notice, shall not be cause for removal from the extra assignment list. The Transportation Supervisor shall strive to maintain a balance of the amount of hours each driver on a list receives.

- 6. An Association representative may, with twenty-four (24) hours advance notice to the Transportation Supervisor, review the additional work assignment lists with the Transportation Supervisor. Such review shall take place twice (2x) in a school year.
- 7. For work available on the overnight trip list, seniority shall be the initial consideration, however, assignment shall be made by the Transportation Supervisor in such a manner as to distribute the additional hours among the drivers on the list as equitably as possible. The overnight trip list only, shall remain current for a three (3) year period, to allow the opportunity for as many drivers as possible to share these assignments.

#### D. CUSTODIAL STAFF

- 1. All newly created or vacated custodial positions will be posted for five (5) calendar days with the anticipated shift being identified. Any current employee may apply in writing for that vacancy without limiting the Board or Administration's discretion in the final selection. Length of employment shall be a consideration in the selection process and unless there is justifiable cause otherwise, the position will be filled by the senior current employee applying. This will be retroactive to March 1, 2000.
- 2. For emergency or temporary situations, there may be less than five (5) calendar days notice in which event the Superintendent will advise the KEA President.

#### ARTICLE XI

#### TEMPORARY LEAVES OF ABSENCE

#### A. Personal Illness

(Definition) - Sick leave is defined as absence from duty because of personal disability due to illness, injury or exclusion due to contagious disease or quarantine. Appointments for routine check-ups or pregnancy will not be considered sick leave. Disability caused by the use of drugs or intoxicants or by willful acts contrary to law and order and intentionally self-inflicted injuries or illness are not considered sick leave and do not qualify for personal illness benefits.

- 1. The regular yearly allowance for sick leave (N.J.S.A. 18A:30-2, et seq.) without loss of pay for 10-month employees shall be ten (10) days. The sick leave for 12-month employees shall be twelve (12) days. Such sick leave allowance is cumulative. (Records of sick leave will be kept by the Superintendent's Office).
- 2. The Superintendent may require a doctor's statement or may ask the school doctor to make a physical examination of any staff member due to personal illness. This statement will be required periodically.
- A deduction of 1/200 of the annual salary for professional staff shall be made per day for absence due to illness not covered by sick leave accumulation.
- 4. No charge shall be made against the accumulative leave of any employee in absences where a deduction is made in his salary, i.e., where excused without pay.
- 5. Any member of the Teacher's Pension and Annuity Fund or Public Employees Retirement System who finds that he/she will be absent for more than thirty (30) days, during which time he/she will be receiving less than half pay, an official leave of absence should be requested from the Board to assure continued pension coverage.
- 6. Staff members shall be given a written account of accumulated sick leave days no later than September 15.
- 7. a. Employees who retire under the provisions of the T.P.A.F. OR P.E.R.S. from active service from Kingsway Regional School District after ten (10) years of service shall be compensated for unused personal illness days as follows:

  Certificated Staff

1-50 days = \$20.00 per day 51-100 days = \$30.00 per day 101-150 days = \$40.00 per day

#### Non-Certificated Staff

1-50 days = \$20.00 per day 51-150 days = \$30.00 per day

b. Individuals who retire by December 31 of a school year shall receive payment for unused sick leave on the July 1 following.

- c. Individuals who retire by June 30 of a school year shall receive payment for unused sick leave on January 1 following.
- d. Should an employee, who has submitted a letter of retirement to the Board, die before receiving payment for unused sick leave, said payment shall be made to the employee's designated beneficiary and if none, payment shall be made to the estate.

# B. <u>Emergency Leave</u>

- 1. The Superintendent may grant emergency leave with pay. Emergency leave shall be defined as absence from duty due to:
  - a. (1) <u>Death in the Immediate Family</u>

Immediate family shall include: **spouse, parent**, child, grandparent, grandchild, **sibling, (familial or in-law)** or member of family unit living in the same household.

- (2) Up to five (5) days within ten (10) days of **the** death **may be** granted.
- b. If circumstances warrant, the Superintendent may grant up to five (5) additional days for death of spouse, child or parent. Denial of such extensions is not subject to the grievance procedure.
- c. For other relatives, the Superintendent may grant up to five (5) days per school year. The Superintendent's decision is final and not subject to the grievance procedure.

## C. Personal Leave

- 1. Personal days may be used for personal, legal, or family business.
- 2. All staff members will be entitled to three (3) personal days.
- 3. Personal days may not be taken before or after a holiday or to extend a vacation unless approved by the Superintendent.
- 4. Unused personal days shall be added to accumulated personal illness days at the conclusion of the school year.
- 5. Personal days must be requested of and approved by the Superintendent at least seventy-two (72) hours in advance of the time for which such leave is requested, except in case of an emergency.

- 6. Any employee may use personal days for a family emergency without submitting a request seventy-two (72) hours in advance. The employee must notify the appropriate supervisor and the sub caller as soon as the emergency is known. Limitations on the amount of personal days by area will not be affected.
- 7. Daily Limitations All days are granted on a first come, first serve basis.

#### a. **Certified**

There shall be three (3) personal days for high school teachers and two (2) personal days for middle school teachers available each workday. In the event that the allocations are not requested, the Superintendent may allow a teacher to use the unused days from the other school. In any event, there shall not be more than five (5) requests approved. The decision of the Superintendent is final and not subject to the grievance procedure.

## b. Non-Certified

- 1) Custodial/Maintenance 1 per school
- 2) Cafeteria 1 per school
- 3) Secretarial/Clerical 2 high school, 1 middle school
- 4) Bus Drivers 2
- 5) Mechanics 1
- 6) Aides 2 per school
- 7) Technology 1/3 of staff
- 8. Whereas in previous contract years the Superintendent and/or Board of Education granted leave for reasons other than those listed in the contract, all requests will heretofore be governed by the new personal day policy. It is understood that the past practice will not be grievable for leave granted at the discretion of the Superintendent and/or the Board of Education.
- D. Other requests for emergency and/or personal leave, with or without pay, shall be at the discretion of the Superintendent as approved by the Board. If the Superintendent does not recommend approval, the employee or his/her

representative may address the Board regarding said leave prior to any Board action. The decision of the Board is final and non-grievable.

# E. <u>Court Appearance</u>

Leave with pay may be granted with approval of the Board of Education. Said leave shall be defined as absence from duty due to a required appearance in a court of law involving no moral turpitude on the part of the employee.

Any unit member who is required to serve on jury duty during the school year will suffer no loss in pay. Any and all emoluments for jury service, with the exception of mileage reimbursement, shall be turned over to the employer.

#### ARTICLE XII

#### EXTENDED LEAVE OF ABSENCE

#### A. Extended Leave Without Pay

All employees may apply for leaves of absence, without pay, for a predetermined length of time. The Board will consider such requests individually and rule on them in the same manner.

- 1. In no case may a staff member hold any other full time (20 hours or more) employment while on leave of absence. If such employment is confirmed, the position shall be considered vacant pending a hearing before the Board at its next regularly scheduled meeting.
- 2. Notification of such Board action will be given to the employee by registered mail.
- 3. The Board will grant leave of absence to join military or naval service in accordance with N.J.S.A. 18A:6-33.

#### B. Child Rearing Leave (without pay)

- 1. Child-rearing leave will be granted to bargaining unit members subject to the following conditions:
  - a. Provide at least sixty (60) calendar days written application to the administration prior to commencement of leave.
  - b. Return from such leave shall be either at the start of the first or second full academic year following the commencement of the

leave. In no event shall the leave be longer than two years from the date when it began. The return to work date must be set forth in the teacher's initial request for the leave. If the teacher decides not to return, written notice thereof must be given to the Superintendent at least ninety (90) days prior to the designated return to work date if during the school year and by July 1 for the following September.

- c. The Board shall not be required to extend the leave of a nontenured professional staff member beyond the school year for which he/she was hired.
- No salary shall be paid to any employee on child rearing leave nor shall any rights or benefits accrue during the period of leave.
   Existing employee benefits shall be restored to the employee upon return to full employment.
- e. Any staff member granted a leave of absence under this Article shall be eligible for an increment in the following year (or in a subsequent year in which he/she actually returns from such leave) provided he/she has completed at least five (5) months of work during the school year in which the leave commences.
- f. The Superintendent may grant, subject to approval of the Board, a request for return at other than the dates stated herein, as long as the return does not interrupt the educational process. Such a granting shall be at his/her sole discretion and it is not arbitrable.
- g. At the staff member's option, and provided such is allowable in the master plan of the insurance carrier, each staff member on authorized child-rearing leave may continue to participate in the group enrollment at his/her cost.
- h. Any leave mandated by the New Jersey Family Leave Act shall be deemed to be included within any leave provided in the Agreement and not in addition thereto.

#### C. Sabbatical Leave

1. Sabbatical leaves will be granted for the purpose of study, scholarship, fellowship, and for other reasons of value to the school system as approved by the Board of Education.

- a. An applicant must have completed seven (7) consecutive years in this district. No person is to receive more than one sabbatical leave in seven (7) years.
- b. There is to be no more than one employee absent on sabbatical leave during any one school year.
- c. An application for sabbatical leave is to be made in writing to the Superintendent four (4) months in advance of the requested leave.
- d. The Board of Education is responsible for granting all sabbatical leaves. Approvals by the Board will be contingent upon securing a certified employee qualified to assume the applicant's duties.
- e. For a full year sabbatical, pay will be one-half (1/2) the annual salary payable in equal semi-monthly installments. For a one-half (1/2) year sabbatical, the pay will be the full salary payable in equal semi-monthly installments.
- f. An employee must signify intent of returning to Kingsway for two (2) years after completion of the sabbatical. The employee is assured of a position on return and will be placed on the proper step on the salary guide as though he/she had not been on leave.
- g. If a person fails to return after a sabbatical, all monies paid to him/her by the Board shall be returned to the Board. If he/she returns for only one year, one-half (1/2) the money shall be returned.
- h. An employee's sick leave shall not accrue during the sabbatical. However, accumulated days will be restored upon return.
- i. If more than one person requests a sabbatical leave for the same year, it will be a judgment decision of the Board of Education as to who will receive it, based upon such considerations as worthiness of request, seniority, etc.

# D. <u>Child Birth</u>

# 1. Maternity Leave

Employees who are expectant mothers who give birth shall be given at least 30 work days prior to the due date and at least 30 work days following the birth date; or a total of at least 60 work days which can be used following the birth of the child.

- a. Any employee granted leave according to the provisions of this section may at her discretion elect to use all or any part of her accumulated sick leave during the period of such absence and receive full pay and benefits for the same.
- b. Any additional leaves that are unpaid are referenced in section B of this Article.
- c. Additional time may be granted by the Board of Education.

### **ARTICLE XIII**

# VACATIONS SECRETARIAL/CLERICAL, CUSTODIAL, MAINTENANCE AND MECHANICS AND TECHNOLOGY PERSONNEL

- A. After full employment for one (1) year, twelve (12) month personnel shall be entitled to two (2) weeks vacation. After full employment for seven (7) years, individuals shall be entitled to three (3) weeks vacation. After full employment for twelve (12) years, individuals shall be entitled to four (4) weeks vacation; (e.g. during employment year seven (7), the employee earns three (3) weeks of vacation to be used during the eighth year of employment).
- B. Employees must request vacation, in writing, at least five (5) days prior to the commencement of such leave. Vacation requests are subject to approval, in writing, within five (5) days of said request, by the immediate supervisor and by either the Superintendent or School Business Administrator. The Board of Education reserves the right to require employees to request alternate vacation days based upon the districts needs. However, once vacation leave has been approved, the district cannot require rescheduling except in case of emergency. In such case, the Superintendent and the employee shall reach a mutually acceptable agreement with regard to the employee's scheduled vacation time. In unusual situations, employees may request the utilization of a single vacation day. This request must be made a minimum of twenty-four (24) hours prior to the requested day and have the approval of the respective supervisor. The Superintendent may grant the vacation and his/her decision is final and not subject to the grievance procedure.
- C. Vacation time for secretarial/clerical personnel will be approved by the Superintendent of Schools.
- D. Vacation time for mechanics will be scheduled by the Transportation Supervisor and approved by the SBA/BS. All vacations will be scheduled during the summer period when school is not in session except for staff members eligible for three

- (3) weeks vacation per year, whereby one (1) vacation week only may be taken during the regular school term and for four (4) weeks, two weeks may be taken, subject to prior approval by the Transportation Supervisor and SBA/BS.
- E. Vacation time for custodial and maintenance employees will be scheduled by the Supervisor of Buildings and Grounds and approved by the SBA/BS.
- F. Vacation time for technology personnel will be scheduled by the Supervisor of Technology and approved by the SBA/BS.
- G. The parties agree that vacation time is time earned for time worked. Vacation is taken during the school year following the year in which it is earned. Earned vacation should be used by June 30<sup>th</sup>. Up to five (5) days may be carried into the next year. Any days carried over must be used by June 30<sup>th</sup> of that year or the days are lost. There shall be no payment or value for unused days.
- H. If a holiday falls within a vacation period, an extra day shall be allowed.
- I. Twelve (12) month employees, hired after July 1 of a school year, must work at least four (4) months to begin earning vacation time. Employees who complete the four (4) month requirement, earn vacation time at the rate of 0.83 days per month, for each full month worked, rounded to the nearest half day.

Example: Employed September 18.

By June 30 - worked nine (9) full months.  $9 \times .83 = 7.47$  or 7.5 vacation days earned.

- J. Ten (10) month employees are not eligible to earn vacation time.
- K. If the employee is terminated by the Board or resigns prior to June 30 of his/her initial year of employment, the employee shall not be eligible to receive pay for accumulated vacation time.
- L. If the employee is terminated or resigns subsequent to June 30 of his/her initial year of employment, the employee shall be eligible to receive pay for earned, accumulated vacation time.
- M. If for any reason an employee must cancel scheduled vacation, he/she may do so with a minimum two (2) days notice or as soon as the employee knows. Secretarial personnel are to provide a one (1) day notice or as soon as known.

### **ARTICLE XIV**

#### HOSPITALIZATION AND HEALTH BENEFITS

A. The Board shall continue to provide coverage for basic health insurance as per the current master policy, in effect as of August 30, 1996, for eligible staff; if the Board changes carrier or carriers, the benefits shall at least be equal to those of the current policy. Eligible employees hired after July 1, 1997, shall be enrolled in Personal Choice - 10" for health care coverage. Any employees employed as of the ratification of this Agreement may remain in the traditional plan. Current employees will be given the opportunity to enroll in Personal Choice - 10" in accordance with the provisions of the carrier. Employees currently in the Traditional Plan may continue enrollment by paying the difference between Traditional and Personal Choice at the following percentages:

2003-2004 – 0% 2004-2005 – 50% 2005-2006 – 80%

- B. The Board of Education shall continue to provide for eligible staff, at its expense, one hundred percent (100%) of the Usual and Customary Rate Program of the Delta Dental Plan (NJDSI) 70/30% co-pay program with no deductible.
- C. The Board shall continue to provide, for eligible staff, at its expense, a co-pay group prescription plan: \$18.00 brand name and \$8.00 generic for both regular and mail order.
- D. The following groups of employees are eligible for Board funded health benefits:
  - 1. Professional Staff
  - Secretarial/Clerical Staff
  - Custodial/Maintenance Staff
  - 4. Bus Mechanics
  - 5. Technology Personnel
  - 6. Individuals who have no other coverage available and submit the appropriate certification to the Superintendent will be eligible for single only health insurance with the Board paying premiums according to the following schedule:

After 4 consecutive years – 25% of premium

**5** consecutive years – 50% of premium

**6** consecutive years – **50**% of premium

**7** consecutive years – 100%

- E. Part-time employees, where eligible, represented by the Association shall receive pro-rated health benefits.
- F. Cafeteria personnel, part-time office personnel, bus drivers, and bus aides may purchase any or all of the above plans through payroll deductions at the full, group rate premium.
- G. Employees **eligible for coverage** who provide certification that coverage is provided by a spouse's policy may decline coverage and will be reimbursed 40% of the Board's premium. **The reimbursement amount shall be at the rate for the current level of coverage at the time of the request for payment.** If the spouse's coverage ceases, the employee may re-enroll in the Board policy. Payment will be provided at the end of the policy term.
- H. Office personnel are eligible for up to \$200.00 each for disability insurance with the carrier determined by the employee. Specific custodial personnel, as outlined in a Sidebar Agreement between the parties, shall qualify for a payment of up to \$150 each for disability insurance, with the carrier determined by the employee. No other custodial employees shall be eligible for said payment.
- I. The Association shall fund the cost of enrollment for all unit personnel in the Gloucester County Employee Assistance Program. The Board of Education shall facilitate enrollment in said program and fund the cost for non-unit personnel.
- J. Effective June 30, 1999, a "mandatory second surgical opinion" for elective procedures will be implemented.

#### ARTICLE XV

#### PROFESSIONAL GROWTH

### A. <u>Professional Staff</u>

To encourage further graduate study and subsequently to increase professional competence, the Board of Education will pay up to the equivalent of nine (9) graduate credits (at the Rowan College rate) per year for tuition and fees to any professional staff member taking graduate course work in his/her area of certification or graduate or undergraduate courses deemed by the Superintendent to be in the best interest of the goals and objectives of the

KEA 2006

District. A fixed amount of money will be established for each school year with a base of \$70,000.00 (\$23,334.00 per trimester) for the 2003-2004 school year. This amount will increase by the same percentage increase in professional staff and the Rowan rate. At the end of each trimester, 1/3 of the total will be distributed to the teachers who have submitted the proper request. In the event that the total amount of reimbursement exceeds the available amount, the reimbursement will be pro-rated. At the end of the fiscal year, if any funds remain and prior reimbursements were pro-rated, the affected teachers will receive up to the full amount or if there are not enough available funds, a pro-rated share. If there are still funds remaining, excess funds will be retained by the Board. In any event, no teacher will be entitled to a greater reimbursement than due.

- 1. All courses must be approved by the Superintendent to qualify for this aid prior to taking same.
- 2. Reimbursement shall be provided according to the following schedule, based upon the grade received:

Grade: 
$$A = 100\%$$
  
 $B = 100\%$   
 $C = 75\%$   
Less than  $C = 0\%$ 

3. After five years of employment in the District – reimbursement for 12 credit hours.

After seven years of employment in the District – reimbursement for 15 credit hours.

A professional staff member taking twelve graduate credit hours in a fiscal year agrees to remain in the District for one year beyond the completion of those credit hours.

A professional staff member taking fifteen graduate credit hours in a fiscal year agrees to remain in the District for two years beyond the completion of those credit hours.

If the professional staff member leaves the District before fulfilling their obligation to the District, the said employee must reimburse the District the tuition cost of the course(s) above 9 credits pro-rated according to the amount of unfulfilled time.

In the event that a vacancy occurs within the District that requires graduate credits and certification during a professional member's obligated

time to the District and that said staff member seeks the position and is not hired, then the professional staff member shall be released from their obligation to the District for the additional graduate credit hours.

4. Courses must be successfully completed, with payment to be made thirty (30) days after records are received. Summer courses to be paid in October; spring courses in July; fall courses in January.

If notification is made to the Superintendent after May 30th for fall courses, September 30th for spring courses, or November 1st for summer courses, no payment will be made.

- 5. Approval of courses for tuition and fees reimbursement is subject to the sole approval of the Superintendent.
- B. The Board of Education, upon the recommendation of the Superintendent, will grant the following:
  - 1. Release time to participate in such activities as:
    - a. Visitation to other schools
    - b. Conference and conventions
    - c. Training workshops

Each request will be considered individually, including time involved and expenses requested. A maximum of \$325.00 for 2006-07, \$350.00 for 2007-08 and \$375.00 for 2008-09 for each request will be used; however, the Board may exceed this if attendance is deemed to be in the best interest of the district. The Board's decision is non-grievable and final.

Professional staff members granted such release time will write a resume of the training activity which they attend. This will be submitted to the Superintendent. Payment will be made upon receipt of a written report.

2. Professional Development and Educational Improvement

### C. <u>Purpose</u>

In our rapidly changing society, teacher 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 the responsibility for the upgrading and updating of teacher performance and methodology. 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/her own problems, functions, interests, and needs, as well as the needs of the student.

#### D. Professional Development Committee

#### 1. Role of the Committee

The Committee shall be empowered to work in conjunction with the Superintendent, with input from parents, community members and local business leaders, to assess in-service needs and professional development opportunities and to plan and implement professional development programs in accordance with the standards recommended by the State Professional Teaching Standards Board and approved by the Commissioner. Plans developed by the local Professional Development Committee shall be presented to the County Professional Development Board and then to the District Board of Education for approval based on the committee's recommendation.

### 2. Composition of the Committee

The Committee will be comprised of four classroom teachers elected by the District's instructional and educational services staff through their majority representative and two administrative staff appointed by the Superintendent of Schools. They shall elect a chairperson from among themselves. Committee members shall serve three-year terms. Initial terms shall be staggered.

#### 3. Conduct of Committee Business

- a. The Committee will develop a budget and submit this to the Superintendent for approval as part of the yearly budgetary process.
- b. The Professional Development Committee shall establish its own rules and procedures subject to applicable statute, code and policy. The Committee will develop the appropriate forms needed to conduct its business and meet its responsibilities to the District and individuals. Said forms will include but not be limited to application forms, payment requests and maintenance of individual training hours.

### E. Programs

### 1. Pay and Expenses for Training

The Board will provide reimbursement for attendance at conferences, workshops, in service training or formal course work in keeping with the provisions of the Negotiated Agreement.

- 2. In-Service Workshops, Conferences, Programs
  - a. In any given year, the Board will provide in-service professional development experiences that will assist the teacher in attaining the required 100 hours of continuing education. The District experiences will be sufficient to meet the employee's annual progress requirement.
  - b. In-service programs shall be conducted during the in-school teacher workday and work year if teacher attendance is required.
  - c. All District in-service programs shall be eligible for continuing education credit.

### F. Trainers Credit

Any teacher who provides in or out-of-district training experiences for colleagues and/or community members shall receive hour for hour credit toward their 100 hour obligation, except when defined by statute or other applicable state policy.

### G. Record Keeping

The District will maintain a record of the number of hours of continuing education for each teacher and provide each teacher with an accounting of his/her accumulated hours each September. Any discrepancies between the District and teacher's records should be noted within 30 days of receipt of the Board records.

### H. <u>Secretarial Staff</u> - <u>Reimbursement for Courses Taken</u>

To encourage further study and subsequently increase professional competence, the Board of Education will pay up to \$500.00 per year for any office personnel worker taking courses in their area deemed by the Superintendent to be in the best interest of the goals and objectives of the District.

The Board will reimburse the tuition and fees for up to 9 credits per year for secretaries who are matriculated in an Associates Program in an area related to

the assigned responsibilities. Enrollment is subject to the approval of the Superintendent and the decision is not subject to the grievance procedure. Approval must be received before the course begins. Reimbursement will be made after receipt of an official grade report and on the following basis:

A or B	100%
С	75%
D	25%
F	0%

The rate charged by Gloucester County College shall be used to determine the amount of reimbursement.

### I. Support Staff

To encourage further study and subsequently increase professional competence, the Board of Education will offer support staff tuition reimbursement.

- 1. All courses must be approved by the Superintendent to qualify for this aid prior to taking same.
- 2. Approval of courses for tuition reimbursement is subject to the sole approval of the Superintendent.
- 3. Reimbursement shall be made upon presentation of successful completion of the course taken.
- 4. A bank of ninety (90) credit hours at the Rowan rate will be provided each year of the contract.
- 5. A support staff member taking nine (9) or more credits in a given year is obligated to remain in the district for two (2) years upon completion of the credits.
- 6. If the support staff member leaves the District before fulfilling their obligation (2 years) to the District, the said employee must reimburse the District the tuition cost of the course(s) above 9 credits prorated according to the amount of unfulfilled time.

In the event that a vacancy occurs within the District that requires credits and certification during a support staff member's obligated (2 years) time to the District and that said staff member seeks the position and is not hired then the support staff member shall be

released from their obligation to the District for the additional credit hours.

7. Credits must be in the field of education or work area of specialty.

### 8. Eligibility

- a. A support staff member that has been employed in the District for three (3) years or less may apply for up to nine (9) credit hours to be reimbursed by the District and a support staff member that has worked for three (3) years and one (1) day or more may apply for up to twelve (12) credit hours to be reimbursed.
- b. Reimbursement shall be provided according to the following schedule, based upon the grade received:

Grade: A = 100%

B = 100% C = 75%

Less than C = 0%

J. The Board shall pay dues of \$4.00 per year for secretaries who join the Gloucester County Association of Educational Office Professionals, as long as the dues are used for scholarship purposes.

#### ARTICLE XVI

#### **OBSERVATION AND EVALUATION PROCEDURES**

#### A. Professional Staff

- 1. It shall be the policy of the Kingsway Regional School District Board of Education to provide for the supervision of instruction and the evaluation of tenured and non-tenured teaching staff members.
- 2. Non-tenured staff members shall be evaluated at least three (3) times during the school year, at least one evaluation to take place during the first semester.
- 3. Tenured teachers shall be evaluated at least once each school year.
- 4. In addition to evaluations based upon formal observations, written evaluations may be made of a staff member's total performance as an

KEA 2006

- employee, which shall not be limited to classroom performance. These shall be in addition to those aforementioned evaluations.
- 5. Evaluations shall be done in accordance with N.J.A.C. 6:3-4.3 (tenured staff evaluation) and/or N.J.A.C. 6:3-4.1 (non-tenured staff evaluation).

### B. <u>Evaluation of Support Personnel</u>

- 1. All support personnel shall be evaluated by their immediate supervisor at least once a year, to be followed by a written evaluation and a conference between the employee and his/her immediate supervisor. This shall occur no more than ten (10) days after the evaluation.
- 2. The conference will take place during the employee's regular working hours.
- 3. Within five (5) days of the conference, the employee shall receive a written copy of the evaluation for his/her signature.
- 4. Within two (2) days of the conference, the employee shall acknowledge that he/she had an opportunity to review such material by placing his/her signature on the form. Such signature in no way indicates agreement with the evaluation, only that it has been seen.
- 5. An employee may submit a written rebuttal within five (5) days of the receipt of the written evaluation, and such rebuttal shall be affixed to the original form.

#### ARTICLE XVII

### REPRESENTATION FEE FOR NON-MEMBERS

- A. The Association President shall submit to the Board Secretary's office a list of names of employees covered by this contract who are not currently dues-paying members. The school district, in compliance with state law and this Agreement, will deduct from such employee's pay a representation fee in an amount not in excess of eighty-five percent (85%) of the amount set for Association members. This amount will be determined by the Association Treasurer and is to be paid by payroll deduction.
- B. It is agreed by the parties to this Agreement that the Board shall have no other obligation or liability, financially or otherwise, other than set forth herein because of actions arising out of the understandings expressed in the language of this Article. It is further understood that once the funds deducted are remitted to the

- Association, the disposition of such funds thereafter shall be the sole and exclusive obligation and responsibility of the Association.
- C. The Association shall indemnify and save the Board and other agents of the school district harmless against any and all claims, demands, suits, or other forms of liability including reasonable legal and/or representation fees resulting from any of the provisions of this Article or in reliance on any list, notice or assignment furnished under this Article.

### **ARTICLE XVIII**

#### PERSONAL PROPERTY DAMAGE REIMBURSEMENT

- A. Effective July 1, 1986, the parties agree to contribute a matching sum of \$200.00 each (\$400) toward an Employees' Personal Property Reimbursement Fund. This fund is to be administered by the Education Association and deposited into an interest bearing account.
- B. Employees may apply to the Association for reimbursement for damages done to clothing or other personal property (not otherwise covered by insurance and based on depreciated value) while the employee is within the scope of his or her employment.
- C. It is mutually agreed that in the event the \$400 Fund allocation is not required, the balance will be applied to the following school year with the Board and Association equally making up the \$400 difference.
- D. Total disbursements in any school year shall not exceed the \$400 Fund total.
- E. The Association will submit copies of all claim applications and financial records of the Fund following each claim approval and disbursement, with a final "Fund" report submitted at the end of the school year to the Board Secretary.

### **ARTICLE XIX**

### **DURATION**

This Agreement shall be effective July 1, **2006** and continue in existence through June 30, **2009**.

IN WITNESS WHEREOF, the Board and the Ass to be executed by their duly authorized represent	<del>_</del>
President, Kingsway Regional Board of Education	Date
Board Secretary Kingsway Regional Board of Education	Date
President, Kingsway Education Association	 Date
Secretary, Kingsway Education Association	 Date

### 2006-2007

### **Professional Staff**

STEP	ВА	BA+15	BA+30	MA	MA+15	MA+30	MA+45
1	41,449	42,065	42,681	43,914	44,530	45,146	45,762
2	41,654	42,270	42,887	44,119	44,735	45,352	45,968
3	41,859	42,476	43,092	44,325	44,941	45,557	46,173
4	42,065	42,681	43,297	44,530	45,146	45,762	46,379
5	43,092	43,708	44,325	45,557	46,173	46,790	47,406
6	44,530	45,146	45,762	46,995	47,611	48,227	48,844
7	45,414	46,031	46,647	47,879	48,496	49,112	49,728
8	46,615	47,224	47,840	49,073	49,689	50,305	50,922
9	49,593	50,251	50,867	52,100	52,716	53,332	53,948
10	53,121	53,737	54,353	55,586	56,202	56,818	57,434
11	57,331	57,947	58,563	59,796	60,412	61,028	61,644
12	60,110	60,726	61,343	62,575	63,191	63,808	64,424
13	62,458	63,074	63,690	64,923	65,539	66,156	66,772
14	64,806	65,422	66,038	67,271	67,887	68,503	69,120
15	66,961	67,577	68,193	69,426	70,042	70,658	71,275
16	70,054	70,671	71,287	72,519	73,136	73,752	74,368
17	73,147	73,763	74,380	75,612	76,228	76,845	77,461
OG	77,622		78,855	80,087			

### NO ONE MOVES TO "OG" POSITION

### 2007-2008

### **Professional Staff**

STEP	ВА	BA+15	BA+30	MA	MA+15	MA+30	MA+45
1	42,589	43,222	43,855	45,121	45,754	46,387	47,020
2	42,789	43,422	44,055	45,321	45,954	46,587	47,220
3	43,211	43,844	44,477	45,743	46,376	47,009	47,643
4	44,266	44,899	45,532	46,798	47,432	48,065	48,698
5	45,743	46,376	47,009	48,276	48,909	49,542	50,175
6	46,652	47,285	47,918	49,184	49,817	50,450	51,083
7	47,878	48,511	49,144	50,410	51,043	51,676	52,309
8	50,987	51,620	52,253	53,519	54,152	54,785	55,419
9	54,568	55,201	55,834	57,100	57,733	58,366	58,999
10	58,893	59,526	60,159	61,425	62,058	62,691	63,324
11	61,748	62,381	63,014	64,280	64,913	65,546	66,179
12	64,160	64,793	65,426	66,692	67,325	67,958	68,591
13	66,572	67,205	67,838	69,104	69,737	70,370	71,003
14	68,785	69,418	70,052	71,318	71,951	72,584	73,217
15	71,963	72,596	73,229	74,496	75,129	75,762	76,395
16	75,140	75,773	76,406	77,672	78,306	78,939	79,572
OG	79,615		80,881	82,147			

### NO ONE MOVES TO "OG" POSITION

### 2008-2009

### **Professional Staff**

STEP	ВА	BA+15	BA+30	MA	MA+15	MA+30	MA+45
1	43,970	44,618	45,265	46,559	47,206	47,853	48,500
2	44,170	44,818	45,465	46,759	47,406	48,053	48,700
3	45,249	45,896	46,543	47,837	48,484	49,132	49,779
4	46,759	47,406	48,053	49,347	49,994	50,642	51,289
5	47,687	48,335	48,982	50,276	50,923	51,570	52,217
6	48,941	49,588	50,235	51,529	52,176	52,823	53,470
7	52,119	52,766	53,413	54,707	55,355	56,002	56,649
8	55,780	56,427	57,074	58,368	59,015	59,662	60,309
9	60,200	60,847	61,495	62,789	63,436	64,083	64,730
10	63,119	63,766	64,413	65,707	66,354	67,001	67,649
11	65,584	66,231	66,878	68,173	68,820	69,467	70,114
12	68,050	68,697	69,344	70,638	71,285	71,932	72,580
13	70,312	70,960	71,607	72,901	73,548	74,195	74,842
14	73,561	74,208	74,855	76,149	76,796	77,444	78,091
15	76,808	77,455	78,103	79,397	80,044	80,691	81,338
OG	81,283		82,578	83,872			

### NO ONE MOVES TO "OG" POSITION

**SCHEDULE A-2** 

### **Custodial Staff**

STEP	2006-07	2007-08	2008-09
1	25,689	26,753	28,344
2	26,089	27,153	28,744
3	26,489	27,553	29,144
4	27,054	27,953	29,544
5	28,060	28,993	29,944
6	28,440	29,385	30,349
7	29,287	30,100	31,253
8	29,620	30,605	31,609
9	30,082	31,000	32,002
10	30,801	31,825	32,869
11	32,854	33,947	35,060
12	34,908	36,283	37,452
*OG2	40,408	41,568	42,752

### \* NO ONE MOVES TO THIS STEP

### **Maintenance Staff**

NAME	2006-07	2007-08	2008-09
Maintenance I (Mr. Shipman)	35,000	36,750	38,588
Maintenance II (Mr. Read)	36,682	38,517	40,442
Maintenance (Mr. McHugh)	44,519	46,744	49,082
Maintenance (Mr. Mink)	38,551	40,478	42,502

### **SCHEDULE A-3**

### **Cafeteria Workers**

	2006-07	2007-08	2008-09
Cook	15.38	16.15	16.95
Assistant Cook	14.58	15.31	16.08
General Worker	13.97	14.67	15.40

#### **Secretarial Staff**

STEP	2006-07	2007-08	2008-09
1	26,386	28,572	30,415
2	26,586	28,772	30,615
3	26,786	28,972	30,915
4	26,986	29,172	31,015
5	27,186	29,372	31,215
6	28,461	30,000	31,250
7	29,787	31,299	32,284
8	31,011	32,240	33,740
9	32,000	33,750	35,000
10	32,961	34,800	35,800
11	34,900	35,900	38,000
12	35,231	36,800	39,450
13	36,114	37,920	43,000
14	38,250	41,075	
15	39,475		

### 1. STEPS DO NOT REFLECT YEARS OF EXPERIENCE

## 2. EACH SECRETARY WILL STAY ON THE SAME STEP FOR THE LENGTH OF THE AGREEMENT

For positions less than 12 months, the agreed upon step will be pro-rated by the contractual number of days.

For all new hires, the candidate and the Board shall mutually agree to the salary.

#### Mechanics

	2006-07	2007-08	2008-09
Mechanic I (Sturek)	52,958	55,606	58,386
Mechanic II (Amiss)	55,730	58,377	61,157

#### **SCHEDULE A-6**

#### **Instructional Aides**

			2222
	2006-07	2007-08	2008-09
Step 1	16,978	17,000	17,100
Step 2	17,188	17,827	17,850
Step 3	17,398	18,047	18,718
Step 4	17,607	18,268	18,950
Step 5	17,818	18,488	19,181

#### **SCHEDULE A-7**

#### **Bus Drivers/Bus Aides**

DRIVERS	2006-07	2007-08	2008-09
Drive Rate	23.69	24.87	26.11
Sit-Time (75%)	17.77	18.66	19.59

AIDES	2006-07	2007-08	2008-09
Trip Rate	16.24	17.05	17.90
Sit Time (75%)	12.16	12.77	13.40
Mechanic's Helper	15.63	16.41	17.23

Employees (drivers or aides) hired after July 1, 1997, shall serve a four (4) month probationary period, during which the Board retains the right to terminate their employment with two (2) weeks notice. The Association may challenge the employee's termination through the grievance procedure to the Board level only, where the decision shall be deemed final and not subject to the grievance procedure herein.

Employees (drivers or aides) hired after July 1, 1997 shall be paid according to the following guide:

Step 1a: first 4 months: \$2.00 less than full contract rate

Step 1b: remainder of year 1: \$1.50 less than full contract rate

Step 2: start of year 2: \$.75 less than full contract rate

Step 3: start of year 3: full contract rate

These provisions apply to individuals hired for vacancies created by resignation, retirement, or the creation of a new position.

### **SCHEDULE A-8**

### **Technology Personnel**

#### 2006-2007

STEP	NO DEGREE	75 CREDITS	B.A.	M.A.
1	28,250	29,500	30,000	35,000
2	30,000	31,000	32,000	37,000
3	33,427	33,600	33,777	39,000
4	34,000	34,500	35,000	41,000
5	35,000	35,500	36,000	43,000

### 2007-2008

STEP	NO DEGREE	75 CREDITS	B.A.	M.A.
1	29,000	29,500	31,000	36,000
2	30,430	31,500	32,500	38,000
3	32,500	34,500	34,800	40,000
4	34,748	34,850	35,048	42,000
5	36,000	36,700	36,800	44,000

2008-2009

STEP	NO DEGREE	75 CREDITS	B.A.	M.A.
1	29,500	30,500	31,500	37,000
2	31,000	32,000	33,500	39,000
3	32,000	33,500	35,000	41,000
4	35,000	35,500	36,000	43,000
5	36,340	36,700	36,897	45,000

### **SCHEDULE "B" (EXTRA PAY)**

ASSIGNMENT	2006-07	2007-08	2008-09
Baseball Coach	\$5,563	\$5,730	\$5,902
Baseball Assistant Coaches (2)	3,615	3,724	3,835
Basketball Coach (Boys)	6,174	6,359	6,550
Basketball Assistant Coaches (2)	4,010	4,130	4,254
Basketball Coach (Girls)	6,174	6,359	6,550
Basketball Assistant Coaches (2)	4,010	4,130	4,254
Cross County Coach (Boys)	4,908	5,055	5,207
Cross Country Coach (Girls)	4,908	5,055	5,207
Cross Country Assistant Coach (Girls)	3,190	3,286	3,384
Diving Coach (p/t)	1,337	1,377	1,418
Field Hockey Coach	5,095	5,248	5,406
Field Hockey Assistant Coach (2)	3,312	3,412	3,514
Football Coach (Head)	7,519	7,745	7,977
Football Assistant Coaches (5)	4,888	5,035	5,186
Golf Coach	4,878	5,024	5,175
Lacrosse (Boys)	5,071	5,223	5,379
Lacrosse Assistant (Boys)	3,296	3,395	3,497
Lacrosse (Girls)	5,071	5,223	5,379
Lacrosse Assistant (Girls)	3,296	3,395	3,497
Site Manager	\$77/event	\$80/event	\$82/event
Soccer Coach (Boys)	5,071	5,223	5,379
Soccer Assistant Coach (2)	3,296	3,395	3,497
Soccer Coach (Girls)	5,071	5,223	5,379
Soccer Assistant Coach (2)	3,296	3,395	3,497
Softball Coach	5,563	5,730	5,902
Softball Assistant Coach (2 & extra))	3,615	3,724	3,835
Swimming Coach	6,115	6,299	6,488
Swimming Assistant Coach	3,973	4,092	4,215
Tennis Coach (Boys)	5,009	5,159	5,314
Tennis Assistant Coach (Boys)	3,256	3,354	3,454
Tennis Coach (Girls)	5,009	5,159	5,314
Tennis Assistant Coach (Girls)	3,256	3,354	3,454
Track Coach (Boys)	5,558	5,725	5,896
Track Assistant Coach (2)	3,610	3,718	3,830
Track Assistant Coach Boys/Girls	3,610	3,718	3,830
Track Coach (Girls)	5,558	5,725	5,896
Track Assistant Coach (2)	3,610	3,718	3,830
Video Taper	2,153	2,217	2,284
Weight Room Monitor (per season)	1,155	1,189	1,225
Winter Track Coach	4,172	4,297	4,426

Winter Track Assistant Coach	2,710	2791	2,875
Winter Track Assistant (p/t)	1,622	1,671	1,721
Wrestling Coach	6,115	6,299	6,488
Wrestling Assistant Coach	3,973	4,092	4,215
Academic Team	2,400	2,472	2,546
Choral Director	1,981	2,040	2,101
Director Stage Crew	1,486	1,531	1,577
Driver Education Instructor (per student)	103	106	109
Fall Cheerleading Varsity	2,573	2,650	2,730
Fall Cheerleading JV	1,529	1,574	1,622
Information Coordinator	1,553	1,600	1,648
Interact Advisor	1,500	1,545	1,591
Marching Band Director	5,600	5,768	5,941
Marching Band Assistant	3,640	3,749	3,862
Marching and Manuevering Director	1,800	1,854	1,910
Mock Trial Advisor	1,887	1,944	2,002
Musical Director	2,477	2,551	2,628
Musical Assistant Director	1,609	1,657	1,707
National Honor Society	825	850	875
Newspaper Advisor	1,918	1,975	2,035
Newspaper Assistant	1,235	1,272	1,310
Play Director	2,477	2,551	2,628
Play Assistant Director	1,609	1,657	1,707
Stage Band/Jazz Ensemble	1,811	1,865	1,921
Steppers	3,000	3,090	3,183
Student Council	3,681	3,792	3,905
Summer Theater Play Director	2,477	2,551	2,628
Summer Theater Assistant Director	825	850	875
Winter Cheerleading Varsity	2,573	2,650	2,730
Winter Cheerleading JV	1,529	1,574	1,622
Yearbook Advisor	5,200	5,356	5,517
Yearbook Assistant	3,380	3,481	3,586
Art Club	825	850	875
Audio Visual Club	825	850	875
Biology Club	825	850	875
Cultures Club	825	850	875
Drama Club	825	850	875
Finger Chat	825	850	875
Foreign Language	825	850	875
KDTV	825	850	875
Music Honor Society	825	850	875
National Art Honor Society	825	850	875

SADD	825	850	875
Writers' Bloc	825	850	875
**9th Grade Advisor	1,500	1,545	1,591
***10th Grade Advisor	1,500	1,545	1,591
***11th Grade Advisor	2,500	2,575	2,652
***12th Grade Advisor	2,700	2,781	2,864
AREA LEADERS			
Arts	1,500	1,545	1,591
Business/Technical Arts	1,500	1,545	1,591
English	1,500	1,545	1,591
Foreign Language	1,500	1,545	1,591
Health & Physical Education	1,500	1,545	1,591
Mathematics	1,500	1,545	1,591
Science	1,500	1,545	1,591
Social Studies	1,500	1,545	1,591
Special Education	1,500	1,545	1,591

<sup>\*\*</sup>If Class Co-advisors are appointed, each to receive fifty percent (50%) split of stipulated pay.

<sup>\*\*\*</sup>If Class Co-advisors are appointed, each to receive sixty percent (60%) of stipulated pay.

### Middle School Schedule "B"

ASSIGNMENT	2006-07	2007-08	2008-09
Intramural Director	\$1,000	\$1,030	\$1,061
Intramural Basketball	500	515	530
Intramural Bowling	500	515	530
Intramural Flag Football	500	515	530
Intramural Floor Hockey	500	515	530
Intramural Indoor Soccer	500	515	530
Intramural Softball	500	515	530
Intramural Track	500	515	530
Intramural Volleyball	500	515	530
Basketball (Boys)	2,200	2,266	2,334
Basketball (Girls)	2,200	2,266	2,334
Cross Country (Boys)	2,200	2,266	2,334
Cross Country (Girls)	2,200	2,266	2,334
Field Hockey Coach	2,200	2,266	2,334
Field Hockey Assistant Coach	1,430	1,473	1,517
Soccer (Boys)	2,200	2,266	2,334
Soccer (Girls)	2,200	2,266	2,334
Track (Boys)	2,200	2,266	2,334
Track (Girls)	2,200	2,266	2,334
Track (Extra)	1,430	1,473	1,517
Wrestling Coach	2,200	2,266	2,334
Team Leader (K)	1,500	1,545	1,591
Team Leader (R)	1,500	1,545	1,591
Team Leader (M)	1,500	1,545	1,591
Team Leader (S)	1,500	1,545	1,591
Team Leader (D)	1,500	1,545	1,591
Team Leader	1,500	1,545	1,591
Team Leader (Math)	1,500	1,545	1,591
Team Leader (Guidance)	1,500	1,545	1,591
Team Leader (Non-Team)	1,500	1,545	1,591
Team Leader (Special Education)	1,500	1,545	1,591
Expressions	867	893	920
KMS News	867	893	920
Teen Talk	867	893	920
Musical Director	1,200	1,236	1,273
Newspaper	1,731	1,783	1,837
Play Director	1,200	1,236	1,273

Student Council	1,833	1,888	1,945
Yearbook	3,000	3,090	3,183
Art Club	825	850	875
Chess Club	825	850	875
Cooking Club (7 <sup>th</sup> Grade)	825	850	875
Cooking Club (8 <sup>th</sup> Grade)	825	850	875
Dance Club	825	850	875
Environmental Club	825	850	875
Foreign Language Club	825	850	875
Performing Arts Club	825	850	875
Photography Club	825	850	875

Hourly rates for the life of this contract:

	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>
Instructional -	\$30.00	<b>\$31.50</b>	\$33.08
Supervisory -	\$23.00	\$24.15	\$25.36

### **Instructional Hourly Positions**

After School Library Monitor
Curriculum Work
S.A.T. Preparation
HSPT Outside Regular School Day
Summer Work
E.S.L. - Outside Regular School Day
Home Instruction
Homework Clinic
Night Time Scheduling - Guidance Counselors
Professional Development Committee
S.R.A.

### <u>Supervisory Hourly Positions</u>

SHS - After School Detention Monitor MS - After School Detention Monitor Saturday School

The following Schedule "B" positions have a reduced schedule as noted:

- 1. Five (5) classes and NO DUTIES:
  - a) Senior High Student Council
  - b) Middle School Student Council

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- c) High School Yearbook Advisor
- d) Area/Team Leaders
- 2. Core Team 1/2 duty daily, 1 "flex duty"
- 3. Middle School Yearbook Advisor 1 duty reduction If a co-advisor is appointed 1/2 duty reduction for each

#### SCHEDULE "B"

- 1. Payment will be made upon the evaluation and recommendation of the Superintendent upon the completion of the activity.
- 2. Extra pay for extra work will not be included in the employee's contractual teaching salary.
- 3. Extra pay assignments will, when possible, be confirmed at the same time teaching contracts are issued.
- 4. The Board of Education reserves the right to fill or not fill the Schedule "B" positions.
- 5. The following positions will be paid on the Schedule "B" hourly rate:
  - a. Independent Study
  - b. Supplemental Library Service
  - c. Supplemental Curricular Work
  - d. Nurse Summer Work
  - e. Guidance Counselors (Summer Work)

NOTE: The Superintendent must approve the work, in writing, in advance. The time spent must be verified by a supervisor, in writing.

- 6. The salary for a person who was hired for one position, and must also do the work assigned to another position, will be expeditiously negotiated by the Kingsway Education Association and the Kingsway Regional Board of Education.
- 7. A letter of intent shall be given to each person approved by the Board as an activity coach, advisor, or director. This letter shall be signed by the appointee and returned to the Board Secretary within ten (10) school days from the appointee's receipt of the letter.

- 8. A pro-rated salary based upon a five (5) day work week will be paid to coaches for the period of time that their seasons are extended by N.J.S.I.A.A. post-season game or the first level of N.J.S.I.A.A. post-season competition, whichever is later.
- 9. For all clubs, a two-tiered structure will be developed by a committee of teachers and administrators to determine responsibilities. Payment will be made as follows:

Tier A - 10 or more meetings of 1 hour each - 100% Tier B - Less than 10 meetings of 1 hour each - 75%

"Meetings" are defined as formal sessions or other comparable activities as determined by the Superintendent.

Payment level will be certified by the respective Principal.