

AGREEMENT

between

KEARNY BOARD OF EDUCATION

and

KEARNY SUPERVISOR AND DISTRICT SUPERVISOR ASSOCIATION

JULY 1, 2017 through JUNE 30, 2020

Prepared By
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PREAMBLE

**THIS AGREEMENT ENTERED INTO AS OF THIS FIRST DAY OF
JULY 2017, BY AND BETWEEN THE BOARD OF
EDUCATION OF THE TOWN OF KEARNY, NEW JERSEY
(hereinafter called the "BOARD") AND THE
KEARNY SUPERVISOR AND DISTRICT SUPERVISOR ASSOCIATION
(hereinafter called the "ASSOCIATION").**

WITNESSETH:

WHEREAS, the BOARD and the ASSOCIATION recognize and declare that providing a quality education for the children of the Kearny School District is their mutual aim and that the character of such education depends predominately upon the quality and morale of the Supervisors and District Supervisors service, and

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

WHEREAS, THE BOARD has an obligation, pursuant to Chapter 123, Public Laws 1975 to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

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

ARTICLE I - RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all Supervisor and District Supervisor personnel listed below, whether under contract, on leave, currently employed or going to be employed by the Board:

Department:

**English
Science
World Language
Mathematics
Social Science
Business Technology
Physical Education/Health & Safety
Special Education
Home Economics
Art, Music and Media
Testing/ESL/BSIP**

B. Reference to male Supervisors and District Supervisors shall include female Supervisors and District Supervisors.

ARTICLE II - NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws 1975 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of Supervisors and District Supervisors employment. Such negotiations shall begin not later than the first regular meeting of the Board in October of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all Supervisors and District Supervisors be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

B. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals. The Board shall make available to the Association for inspection all pertinent records, data and information of the Kearny Public School District. The Board shall provide the Association with complete budgetary proposals, requirements and allocations within five days after the tentative budget has been assembled.

C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make counter proposals in the course of negotiations.

D. 1. Representatives of the Board and the Association's negotiation committee shall meet for the purpose of reviewing the administration of the Agreement, and to resolve problems that may arise, upon five (5) days' notice from either party. These meetings are not intended to bypass the grievance procedure.

2. All meetings between the parties shall be regularly scheduled, whenever possible, to take place when the Supervisors and District Supervisors involved are free from assigned instructional responsibilities, unless otherwise agreed.

34. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

E. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted or applied so as to eliminate, reduce nor otherwise detract from any Supervisors and District Supervisors benefit existing prior to its effective date when such benefits have been adopted by the Board of Education at a public meeting and appear in the minutes thereof.

F This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation.

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

ARTICLE III - GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A "grievance" is a claim based upon an event or condition which affects the interpretation, application or violation of policy agreements and administrative decisions affecting a Supervisor and District Supervisor or a group of Supervisors and District Supervisors.

2. An "aggrieved person" is the person or persons making the claim.

3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

4. The term "Association Committee" shall refer to the Professional Rights and Responsibilities Committee of the Kearny Supervisors and District Supervisors' Association.

5. The term "grievance" and the procedure relative thereto shall not be deemed applicable in the following instances:

a) The failure or refusal of the Board to renew the contract of a non-tenure employee, providing, however, that said employee is notified of the reasons for refusal to renew upon Supervisor's and District Supervisor's request.

b) In matters where the Board is without authority to act.

B. PURPOSE

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

2. Nothing herein contained shall be construed as limiting the right of any Supervisor and District Supervisor having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its view.

C. PROCEDURE

1. An aggrieved employee shall institute action under the provisions hereof within thirty (30) calendar days of the occurrence complained of, or within thirty (30) calendar days after he would reasonably be expected to know of its occurrence. Failure to act within said thirty (30) day period shall be deemed to constitute an abandonment of the grievance.

2. Since it is important that grievances be processed as rapidly as possible, including the times when school is not in session, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

3. Level One

A Supervisor and District Supervisor with a grievance shall first discuss it with his High School Principal or his designee, either directly or through the Association's designated representatives (maximum of two) or one of his own choosing, with the objective of resolving the matter informally.

4. Level Two

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within seven (7) school days after presentation of the grievance, he may file the grievance in writing to the Superintendent, a copy of which will be sent his principal and/or his designee. Within fifteen (15) school days after receiving the written grievance, the Superintendent shall communicate his decision in writing, along with supporting reasons to the aggrieved person and his school principal or his designee.

5. Level Three

a) If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within fifteen (15) school days after the grievance was delivered to the Superintendent, the grievant may, within fifteen (15) school days after a decision by the Superintendent or twenty-five (25) school days after the grievance was delivered to the Superintendent, whichever is sooner, forward his grievance in writing to Level Four.

6. Level Four

a) If the grievance is not resolved to the aggrieved person's/ persons satisfaction, or if the Superintendent fails to deliver a decision in writing, within the stipulated time line, the grievant and/or the Association may request, in writing, a hearing before the Board of Education.

b) Said hearing to be held within thirty (30) days of the Board Secretary's receipt of the written request. The Board shall render a decision, in writing, within twenty (20) school days of the hearing to the grievant and the Association.

c) The aggrieved person shall be entitled to representation of his choice at said hearing.

7. Level Five

a) If the grievance is not resolved to the aggrieved person's satisfaction, he may request, within fifteen (15) school days after notification, that the Association submit the grievance to Advisory Arbitration. A request for a list of arbitrators will be made to the New Jersey State Board of Mediation or the Public Employees Relations Commission (P.E.R.C.) by either party. The parties shall then be bound by the rules and procedures of the N.J.S.B.M. or P.E.R.C. in the selection of an arbitrator.

b) The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than thirty (30) days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be advisory to the parties.

c) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. RIGHTS OF SUPERVISORS AND DISTRICT SUPERVISORS TO REPRESENTATION

1. Any individual covered under this contract may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative he chooses or by a representative selected or approved by the Association. When a Supervisor and District Supervisor is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

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

E. MISCELLANEOUS

1. If, in the judgment of the Association Committee, a grievance has an imminent affect upon a group or class of Supervisors and District Supervisors, the Association Committee may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. The Association Committee may process such a grievance procedure even though the aggrieved person does not wish to do so.

2. Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and reasons therefore and shall be transmitted promptly to all parties in interest. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Section C, paragraph 6b of this ARTICLE.

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

4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association.

5. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this ARTICLE.

ARTICLE IV - SUPERVISOR AND DISTRICT SUPERVISOR RIGHTS

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

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

C. No Supervisor and District Supervisor shall be reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall not be made public and will be subject to the grievance procedure herein set forth.

D. Whenever a tenured Supervisor and District Supervisor is required to appear before the Superintendent, Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that Supervisor and District Supervisor in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview, and he shall be entitled to have a representative of the Association and/or affiliates present to advise him and represent him during such meeting or interview. Any suspension of a Supervisor and District Supervisor will be without pay up to a period of fourteen (14) days. If a charge is made within that period of time, the suspension without pay will continue. If a charge is not made within fourteen (14) days the pay will start again and monies owed will be paid retroactively.

E. No Supervisor and District Supervisor shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

ARTICLE V - ASSOCIATION RIGHTS AND PRIVILEGES

A. The Board agrees to provide to the Association a copy of the regular Board minutes each month and the Superintendent's report after the regular Board meeting, and to make available for copying in the Board office in response to reasonable requests from time to time all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certified personnel, tentative budgetary requirements and allocations, agendas, census data, and such other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the Supervisor and District Supervisor, together with information which may be necessary for the Association to process any grievance or complaint.

B. Whenever any representative of the Association or any Supervisor and District Supervisor is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in pay.

C. Representatives of the Association, the New Jersey Education Association, the National Educational Association, and New Jersey Association of Elementary and New Jersey Association of Secondary Principals, shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations and is approved by the Superintendent or his designated representative.

D. The Association and its representatives shall have the privilege of using school buildings at all reasonable hours for meetings subject to the approval of the principal of the building in advance.

E. The Association shall have, in each school building, the exclusive use of an appropriate bulletin board in a section assigned by the principal. The Association shall also be assigned adequate space on the bulletin board in the central office for Association notices. Copies of all materials to be posted on such bulletin boards shall be given to the building principal for approval.

F. The Association shall have the privilege of using the inter-school facilities subject to the approval of the Superintendent and the school mail boxes as it deems necessary, approval to be given by the Superintendent at the beginning of the school year.

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

ARTICLE VI - WORKING CONDITIONS

A. 1. As professionals, Supervisors and District Supervisors are expected to devote their assignments the time necessary to meet their responsibilities. Supervisors and District Supervisors shall indicate their presence for duty by placing a check mark in the appropriate column of the faculty "sign-in" roster. No Supervisor and District Supervisor may sign in or out for another Supervisor and District Supervisor at any time.

2. Effective July 1, 2019, Supervisors shall work a 12 month calendar consistent with the terms and conditions contained herein.

3. The total in-school workday shall consist of not more than seven (7) hours and five (5) minutes which shall include a duty free lunch period as guaranteed to Supervisors and District Supervisors under Section C of this Article, and one (1) duty free preparation period. Effective July 1, 2010, instructional time shall increase by eight (8) minutes per day with help period reduced to four (4) days per week, twenty (20) minutes per day.

4. Except as clarified in paragraph 5 below, all Supervisors and District Supervisors working in the High School shall be required to report for duty no later than 8:15 a.m. No Supervisor and District Supervisor shall be permitted to leave earlier than 30 minutes after the close of the pupils' school day. On Fridays or on days preceding holidays or vacations, the Supervisor's and District Supervisor's day shall end at the close of the pupils' day. The exception is that during June and September, when the pupils are on a shortened day, the Supervisors and District Supervisors shall not leave before 2:30 p.m. in the high school.

5. A. Supervisors and District Supervisors shall have a daily duty-free lunch period of at least forty-five (45) minutes.

B. District-wide professional in-service meetings involving the total staff at the call of the Superintendent shall be limited to one (1) per month, except in emergency situations. Such meetings shall begin at 2:30 p.m. and shall be of a length not to exceed a Supervisors' and District Supervisors' workday (3:02 p.m.).

C. An appropriately furnished and properly ventilated room shall be reserved for the exclusive use of the Supervisors and District Supervisors as an office. The Board will use its best efforts to give Supervisor and District Supervisor his own office, if available. Appropriate furniture to include but not be limited to a serviceable desk, desk chair and filing cabinets.

D. Supervisors and District Supervisors shall be assigned no more than two (2) student instruction periods each day, except where a certification problem would require the loss of an essential sequential course. In the event there would be the aforesaid loss of an essential sequential course, the Supervisors and District Supervisors agree they may be assigned three (3) student instruction periods, provided such change is approved by the Superintendent.

In addition to the foregoing, in the case of a schedule emergency which requires for a semester that a Supervisor and District Supervisor be assigned to three (3) student instruction periods, the Supervisor and District Supervisor agrees same shall be acceptable, provided that such assignment is approved by the Superintendent. In no event shall there be more than three (3) student instruction periods assigned to any Supervisor and District Supervisor.

Supervisors and District Supervisors shall be excused from regular study hall, exit hall or home room assignments.

If a third teaching position is assigned, the Supervisor and District Supervisor will be compensated at the rate of \$1560 per semester.

E. Effective July 1, 2002, an annual stipend of \$1,000.00 shall be paid annually to Supervisors and District Supervisors who chair two or more departments.

F. Vacation Days

1. Supervisors and District Supervisors employed for an entire school year shall receive twenty-two (22) vacation days per year, which accrue on July 1 after the year in which they are earned. Employees who are not employed for an entire school year shall receive a pro-rated number of vacation days per year. Supervisors and District Supervisors must use at least fifteen (15) days of their vacation days during the summer. The other seven (7) days may be used during the school year.
2. Vacation days are accrued on July 1 in the year after the days are earned. All days that are accrued on July 1 shall be taken in the next succeeding year and shall not be carried over into the next year. Any vacation days that are not taken in the next succeeding year upon the recommendation of the Superintendent and approval of the Board. This shall not apply to vacation days which have accumulated prior to the date of the ratification of this agreement as set forth in Appendix B.
3. During the school year, from September through June, vacation days may be used before and after days off from school, with the approval of same to be at the sole discretion of the Superintendent.
4. Employees employed for the 2018-19 school year, will be permitted to accrue vacation time to be utilized in 2019-20 school year, consistent with the terms above, regardless of ratification date. The preceding sentence will expire with the expiration of the contract.

ARTICLE VII- SALARIES

A. 1. Salaries shall be paid on a bimonthly basis payable on the fifteenth and thirtieth of each month.

b. When a payday falls on or during a school holiday, vacation or weekend, Supervisors and District Supervisors shall receive their paychecks on the last previous working day.

c. All Supervisors and District Supervisors checks to be issued in an envelope.

B. The Board of Education will use its best efforts to give all Supervisors and District Supervisors written notice of their salary, class and/or teaching assignments and schedule for the forthcoming year not later than June 1, except in emergencies.

C. Any Supervisor and District Supervisor who shall be inducted into military service of the United States shall be compensated at a rate not to exceed the difference between his contractual salary and his military salary for the first three (3) months of military service.

ARTICLE VIII - EVALUATION

A. The use of public address, cameras, audio systems and similar surveillance devices shall be strictly prohibited.

B. 1. A Supervisor and District Supervisor shall have the right, upon request, to review the contents of his personnel file and to receive copies at Board expense of any documents contained herein, except those which the Board of Education or Superintendent may have solicited from personnel outside the district under the pledge of confidentiality. A Supervisor and District Supervisor shall be entitled to have a representative of the Association accompanying him during such review. At least once every three (3) years, a Supervisor and District Supervisor shall have the right to indicate those documents and/or other materials in his file which he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his designee and if, in his judgment, they are obsolete or otherwise inappropriate to retain, they shall be destroyed.

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

C. 1. Any complaints regarding a Supervisor and District Supervisor made to the Principal or Office of the Superintendent which are used in any manner in evaluating a Supervisor and District Supervisor, shall be called to the attention of the Supervisor and District Supervisor. The Supervisor and District Supervisor shall be given an opportunity to respond to and/or rebut such complaint, and shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.

2. Any official conferences or meetings called in reference to written complaints regarding a Supervisor and District Supervisor shall be preceded by a notice of at least three (3) school days. Such conferences shall be conducted only on school days or evenings.

D. Observations and evaluations of bargaining unit employees shall be performed in accordance with the provisions of TEACHNJ, as reflected in N.J.S.A. 18A:6-117 et seq. and N.J.A.C. 6A:10-1.1 et seq.

ARTICLE IX - SICK LEAVE

A. Supervisors and District Supervisors are entitled to an annual allowance on account of disabling personal illness or accident for a period of twelve (12) days without loss of salary. If a Supervisor and District Supervisor begins his work late or definitely withdraws from service any time during the school year for the remainder of the year, his annual allowances shall be proportionally reduced.

B. 1. A Supervisor and District Supervisor who shall suffer an enforced absence from school for more than twelve (12) days in any school year on account of disabling personal illness or accident shall receive the benefit of cumulative sick leave allowance as herein defined. It is of course understood that cumulative sick leave allowance must actually be available before it can be used.

Definition: Cumulative sick leave allowance is the sum of all unused portions of a Supervisor's and District Supervisor's annual allowance. This definition is construed to mean that the beneficiary in addition to the twelve (12) days allowance for the current year shall be entitled to the unused days of the annual allowance for the past consecutive years' service.

2. Each regularly appointed Supervisor and District Supervisor who has completed five (5) years of service in the Kearny Public Schools and whose accumulated sick leave for personal illness is expended during a continued personal illness of twelve (12) days or more shall be paid his regular salary for an additional period equal to the number of accumulated sick leave days established at the beginning of such illness.

3. The accumulation of sick leave allowance shall be limited to consecutive and uninterrupted service.

(a) A Supervisor and District Supervisor is rendering consecutive service as long as he or the Board of Education does not officially terminate his service.

(b) A leave of absence does not constitute an interruption of service but during a leave of absence there will be no accumulation of sick leave. Intermittent absence during the year shall not be interpreted as an interruption of service.

(c) A Supervisor and District Supervisor who leaves the system shall lose his benefits under the cumulative sick leave plan. The sick leave allowance is established to protect Supervisor and District Supervisor during illness while in service. When a Supervisor and District Supervisor resigns, his rights to such allowance are forfeited.

4. The cumulative sick leave plan shall be applicable to all full time employees of the Board of Education. Although protected by this plan a Supervisor's and District Supervisor's absence which exceeds his accumulated allowance shall be subject, upon recommendation of the Superintendent of Schools, to review by the Board of Education.

5. The record kept in the Superintendent's office, or in the business administrator's office, shall determine the number of accumulated days.

6. The intent of sick leave is to protect Supervisors and District Supervisors during confining illness or accident. The allowance may not be used for non-confining illness except by Board of Education approval.

7. The Superintendent may request that an absence be certified by a physician's certificate if the Supervisor and District Supervisor is absent more than four (4) consecutive days.

8. a) The Association and the Board agree that any Supervisor and District Supervisor utilizing the following sick days shall be entitled to the following bonus:

0 sick days used -	\$636.00
1 sick day used -	\$583.00
2 sick days used -	\$530.00
3 sick days used -	\$477.00

In no event in any year shall a Supervisor and District Supervisor be eligible for any incentive bonus if more than three sick days are used. The above sick leave bonuses shall be payable in July 2015, July 2016, or July 2017 as the case may be.

9. The incentive bonus shall not be available to Supervisors and District Supervisors who are part time or do not work the entire year. Supervisors and District Supervisors who take a maternity or other kind of leave during the year do not qualify for the bonus.

10. If a Supervisor and District Supervisor comes to work in the morning and leaves ill before 11:35 a.m., he or she will be charged only a one-half day absence. If a Supervisor and District Supervisor leaves ill after 11:35 a.m., he or she will not be charged any time off.

TERMINATION LEAVE

A. All certified staff employed in the bargaining unit as of May 19, 2003 shall continue to receive the termination leave benefit as it appears in this section for the duration of their employment in the Kearny School District. (i.e. grandfathered).

B. All certified staff employed in the bargaining unit after May 19, 2003 will not be eligible for said termination leave benefit.

C. An employee who elects to leave the District upon TPAF retirement, after a minimum of 20 years of service in the District will be granted payment for accumulated personal illness days based on the following schedule:

1. $(1/200 \text{ of base salary}^* + \text{longevity}^*) \times (\text{the number of accumulated sick leave days})$ up to limit of one year's salary + longevity based on the first 200 days.

* Individual's salary and longevity at the time of termination.

2. Accumulated sick leave days beyond 200 days will receive additional payment based on the following schedule.

250-299 days	\$5,000.00
300-349 days	\$10,000.00
350-399 days	\$15,000.00
400-499 days	\$20,000.00

D. All monies will be paid in 5 equal installments beginning July 1 of the termination year and in each of the four years that follow.

E. Employees who transfer to another position in the school district, and who have been grandfathered as per subparagraph (A) above, shall continue to receive the aforesaid termination leave benefit.

F. Should the employee not survive to collect the total funds due him/her, said funds will be paid to his/her estate on the same schedule as provided for in part D.

G. Upon the death of an active employee, the estate of said employee shall receive the termination leave benefit in the same manner as if the deceased employee had left the District for other reasons.

F. Notification of termination must be made to the District no later than February 1 in order to begin payment on July 1 of the same year as stipulated in part D. If notification is made after February 1, the first payment will be made on July 1 of the following year and will then be paid in the four years that follow that year as stipulated in part D.

G. The annual sick day incentive monies will not be paid the last year of a Supervisors' and District Supervisors' employment in District only when termination leave monies are paid to that Supervisor and District Supervisor.

ARTICLE X - TEMPORARY LEAVES OF ABSENCE

A. As of the beginning of the 1996-1997 school year, Supervisors and District Supervisors shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year.

1. Three (3) days leave of absence for religious, legal, business or family matters which require absence during school hours. Application to the Supervisor's and District Supervisor's immediate supervisor for personal leave shall be made at least (5) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall be required to state one of the above reasons for taking such leave. Personal days may not be used before or after a scheduled day of no school. This article does not include Saturdays or Sundays.

When it is absolutely necessary to use a personal day, before or after a day off from school, specific reasons must be given in the letter of request to the Superintendent.

UNUSED PERSONAL DAYS

It has been agreed upon by the Board of Education and the Kearny Supervisors and District Supervisors Association that staff members will be paid for each unused personal day at the end of the school year. The payment schedule for unused personal days shall be as follows:

0 personal days used -	\$250.00
1 personal days used -	\$190.00
2 personal days used -	\$125.00
3 or more personal days used -	-\$0.00

Notwithstanding anything to the contrary contained herein, a Supervisor and District Supervisor shall be entitled to convert two (2) personal days in any year to sick days. They shall be eligible for the compensation of \$125.00 per day as hereinabove set forth for any one unused personal day not converted.

If a staff member qualifies for the Attendance Incentive Program (unused sick days) he/she will receive one check for both programs.

2. Professional business days for the purpose of visiting other schools or attending meetings or conferences of an educational nature shall be granted at the discretion of the Superintendent of Schools.

3. Personal days will not be charged for time necessary for appearances in any legal proceeding connected with the Supervisor's and District Supervisor's employment or with the school system. Other legal proceedings which require a Supervisor's and District Supervisor's absence shall be decided by the Superintendent of Schools.

4. In case of death in the immediate family, a Supervisor and District Supervisor shall be allowed a number of days not to exceed seven (7) consecutive calendar days, beginning with the day after death, without loss of salary. Immediate family is defined as father, mother, husband, wife, child, sister, brother, grandparents, in-laws or anyone who has actually occupied a position as a member of the immediate family.

In the case of death of relatives other than those in the immediate family, such as uncle, aunt, niece, nephew and cousin, absence of one (1) day shall be allowed without loss of salary. At the discretion of the Superintendent, allowance may be extended to three (3) days where long travel is involved.

In the event of the death of a teacher or student in the Kearny Public Schools, the principal may grant to an appropriate number of Supervisors and District Supervisors, sufficient time off to attend the funeral.

5. Time may be granted at the discretion of the Superintendent up to ten (10) days, at the end of a school year as may be required to attend summer school classes, and/or to travel to the place where such classes are to be held.

6. Regarding the time necessary for persons called into active duty of any unit of the U.S. Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session, a Supervisors and District Supervisors shall be paid the difference between his regular pay and the pay which he received from the state or federal government, not to exceed a total of three (3) months duration.

7. Salaries, not to exceed a total of three (3) weeks duration, shall be allowed for Supervisor's and District Supervisor's absence caused by quarantine and such absence shall not result in the loss of accumulated sick days.

8. Absence for military physicals and veteran rehabilitation shall be allowed with pay.

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

B. Leaves taken pursuant to Section A shall be in addition to any sick leave to which the Supervisor and District Supervisor is entitled.

ARTICLE XI - EXTENDED LEAVES OF ABSENCE

A. The Board agrees that up to two (2) Supervisors and District Supervisors designated by the Association, shall, upon request, be granted a leave of absence without pay for up to two (2) years for the purpose of engaging in activities of the Association or its affiliates.

B. A leave of absence without pay of up to two (2) years shall be granted to any Supervisor and District Supervisor who joins the Peace Corps, VISTA, or serves as an exchange Supervisor and District Supervisor or overseas Supervisor and District Supervisor and is a full-time participant in either of such programs.

C. Para-military leave without pay shall be granted to any Supervisor and District Supervisor whose spouse is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment not to exceed a period of three (3) years.

D. A non-tenure Supervisor and District Supervisor shall notify the Superintendent of her pregnancy. Said Supervisor and District Supervisor may request a maternity leave without pay and said leave shall be granted by the Board of Education at the recommendation of the Superintendent. A Supervisor and District Supervisor may continue in her position as long as she can fulfill her duties as a Supervisor and District Supervisor. The Board requires a monthly report from the doctor, commencing with the fifth month of pregnancy, stating that the pregnant Supervisor and District Supervisor is fit to continue her administrative duties.

A tenured Supervisor and District Supervisor may request a maternity leave without pay. A Supervisor and District Supervisor may continue in her position as long as she can fulfill her duties as a Supervisor and District Supervisor prior to the anticipated date of the birth of the child, except in cases of stillbirth, in which case the Supervisor and District Supervisor may elect to return to her position at an earlier date. The Board requires a monthly report from the doctor, commencing with the fifth month of pregnancy, stating that the pregnant teacher is fit to continue her teaching duties. All leaves will be dated as of the opening of school in September. Upon the recommendation of the Superintendent and approval of the Board of Education, a Supervisors and District Supervisors may return at an earlier date than provided herewith.

Any female tenured Supervisor and District Supervisor adopting an infant child may receive similar leave which shall commence upon her receiving de facto custody of said child or earlier, if necessary, to fulfill the requires for the adoption.

E. A leave of absence without pay of up to two (2) years shall be granted for the purpose of caring for a sick member of the Supervisor's and District Supervisor's immediate family. Additional leave may be granted at the discretion of the Board.

F. The Board shall grant a leave of absence for one or two years, or as required by law, to a Supervisor and District Supervisor to serve in a public office.

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

H. 1. Upon return from leave granted pursuant to Sections A & B of this Article, a Supervisor and District Supervisor shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent, provided, however, that time spent on said leaves shall not count toward the fulfillment of the time requirements for acquiring tenure. A Supervisor and District Supervisor shall not receive increment credit for the time spent on a leave granted pursuant to Sections C, D, E, F or G of this Article.

2. All benefits to which a Supervisor and District Supervisor was entitled at the time his leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him upon his return, and he shall be assigned to the same position which he held at the time said leave commenced, if available or, if not, to a substantially equivalent position if available.

L. All requests for extensions or renewals of leaves shall be applied for in writing at least sixty (60) days prior to the termination of the extended leave. The disposition of the request shall be conveyed to the applicant in writing.

ARTICLE XII- PROFESSIONAL DEVELOPMENT & EDUCATIONAL IMPROVEMENT

A. In our rapidly changing society Supervisors and District Supervisors must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change and other topics related to education. The Board recognizes that it shares with its professional staff responsibility for the upgrading and updating of Supervisors and District Supervisors performance and attitudes. The Association also recognizes its responsibility to encourage the Supervisors and District Supervisors in the Kearny School District to abide by the professional code of ethics at all times.

B. To work toward the ends stated above, the Board agrees to implement the following at the beginning of the 1992-1993 school year:

1. To pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions or other sessions which a Supervisor and District Supervisor is required to take except those courses which a Supervisor and District Supervisor may be required to take to achieve a standard teaching certificate.

2. Requests from Supervisors and District Supervisors for authorization to attend courses, workshops, seminars, conferences, in-service training sessions or any such session during school time may be granted by the Superintendent.

C. Effective July 1, 2003, the two (2) conference days shall be held on regular school days. The first conference day will occur in the Fall. The normal teaching day on the first conference day shall be reduced to four (4) hours and the conference hours shall be 2:00 p.m. – 4:30 p.m. and 6:00 p.m. – 9:00 p.m. The second conference day will occur in the Spring following a full day of school and the conference hours shall be 5:00 p.m. – 8:00 p.m. (Schedules for the conference days shall be arranged by the building principals.) High School Conferences as per School Calendar Schedule.

D. Effective July 1, 2003, all Supervisors and District Supervisors shall receive one hundred twenty-five dollars (\$125.00) annually for expenses.

E. Effective July 1, 2003, a Tuition Reimbursement Program will be implemented under the following guidelines:

- 1. All Supervisors and District Supervisors are eligible.**
- 2. Prior approval of the Superintendent.**
- 3. Distribution on first come first serve basis.**
- 4. Priority shall be given for courses at accredited colleges in pursuit of formal degrees related to work or additional educational certification.**

5. Grade of "B" or better is required for the reimbursement.
6. Reimbursement is limited to \$500 per person for the first course taken during the school year and an additional \$250 per person for a second course taken during the same school year.
7. Transcript(s) for courses in which reimbursement is sought must be submitted to the Superintendent no later than the last day of school in Keamy.
8. Reimbursement to be made by the District no later than August 1 annually for the preceding school year.
9. Program is capped at \$50,000 for the District.

ARTICLE XIII - PROTECTION OF SUPERVISORS AND DISTRICT SUPERVISORS & PROPERTY

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

B. A Supervisor and District Supervisor may use reasonable force as is necessary to protect himself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within control of a pupil.

C. Whenever any action is brought against a Supervisor and District Supervisor before the Board or before the Commissioner of Education of the State of New Jersey which may affect his employment or salary status, the Board of Education shall reimburse him for the cost of his defense if the action is dismissed or results in a final decision in favor of the Supervisor and District Supervisor.

D. 1. The Board shall give full support including legal and other assistance for any assault upon the Supervisor and District Supervisor while acting in the discharge of his duties.

2. When an absence arises out of or from such assault or injury, the Supervisor and District Supervisor shall not forfeit any sick leave or personal leave.

3. Benefits derived under this or subsequent Agreements shall continue beyond the period of any Workmen's Compensation until the complete recovery of any Supervisor and District Supervisor when absence arises out of or from assault or injury.

E. 1. Supervisors and District Supervisors shall immediately report cases of assault, suffered by them in connection with their employment, to their immediate supervisor.

2. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the Supervisor and District Supervisor for information in the possession of the Superintendent relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the Supervisor and District Supervisor, the police and the courts.

F. If criminal or civil proceedings are brought against a Supervisor and District Supervisor alleging that he committed an assault in connection with his employment, such Supervisor and District Supervisor may request the Board to furnish legal counsel to defend him in such proceedings. If the Board does not provide such counsel and the Supervisor and District Supervisor prevails in the proceeding, then the Board shall reimburse the Supervisor and District Supervisor for counsel fees incurred by him in his own defense.

G. The Board shall reimburse Supervisors and District Supervisors for any loss, damage or destruction of clothing or personal property of the Supervisor and District Supervisor while on duty in the school, on the school premises or on a school sponsored activity, provided such loss, damage or destruction of clothing or personal property is not due to Supervisor's and District Supervisor's own negligence.

H. The Board shall reimburse a Supervisor and District Supervisor for the cost of medical, surgical or hospital services (less the amount of any insurance reimbursement) incurred as the result of any injury sustained in the course of his employment.

ARTICLE XIV - INSURANCE PROTECTION

A. 1. The Board will provide health benefits through Open Access Point-of-Service Plan (currently Actna Direct Access). Benefits provided shall be equal to or better than the plan referred to above. Supervisors and District Supervisors shall contribute to the cost of premiums in accordance with Tier 4 of P.L. 2011, Chapter 78.

2. Effective March 16, 2009, all new hires shall be required to enroll in the Open Access Point-of-Service Plan for the first two years of employment.

3. Effective July 1, 2009, a member may waive health benefits as long as the member provides proof of other insurance. The amount received for the waiver will be based upon the coverage previously received by the employee. By waiving health benefits, a member will receive the following:

1. Waiver of Family coverage	\$4,000
2. Waiver of 2 Adults	\$3,500
3. Waiver of Parent/Child	\$2,100
4. Waiver of Single	\$1,400
5. Waiver of Prescription	\$1,400

4. For each Supervisor and District Supervisor who remains in the employ of the Board for the full school year, the Board will continue to make payments of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1 and ending August 31; when necessary, premiums on behalf of the Supervisor and District Supervisor shall be made retroactively or prospectively to assure uninterrupted participation and coverage. In the event a Supervisor's and District Supervisor's insurance coverage cannot be obtained due to missing the annual enrollment period, the Supervisor and District Supervisor may obtain personal coverage for health care insurance and said Supervisor and District

Supervisor shall be reimbursed for cost of same, but such cost shall not exceed the amount the Board would have been required to pay if said Supervisor and District Supervisor had been enrolled in the group policy. If, however, the Supervisor and District Supervisor has missed the enrollment period due to an error on the part of the Board, the Board shall be responsible for the full cost of private coverage until group coverage can be put into effect.

B. The Board will continue supplying to the members of the unit a co-pay prescription family plan at \$8.00 deduction for generic drugs and \$13.00 deduction for legend drugs with the selection and type of plan to be determined at the discretion of the Board.

C. 1. Effective July 1, 2008 and for the duration of this contract, the sum of money per member for the dental plan shall be increased to the premium rate determined by the insurance carrier and the Kearny Board of Education. Said sum will cover the full cost of the dental plan. The existing coverage with Delta Dental shall not change for the duration of this contract.

D. The Board shall provide to each Supervisor and District Supervisor a description of the health care insurance coverage provided under this article, no later than the beginning of the 1996 school year, which shall include a clear description of conditions and limits of coverage as listed above.

E. The Board shall continue to provide Group Life Insurance, underwritten by the Prudential Insurance Company of America, providing a \$5,000.00 life insurance policy for all active employees only, to be in effect until such a time as said employee retires. When an employee retires, he may pay the board of Education the premium for a \$1,000.00 life insurance policy.

ARTICLE XV - PERSONAL AND ACADEMIC FREEDOM

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

B. Supervisors and District Supervisors shall be entitled to full rights of citizenship, and no religious or political activities of any Supervisor and District Supervisor or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such Supervisor and District Supervisor, providing said activities do not violate any local, state or federal law.

C. The Board and the Association acknowledge the fundamental need to protect Supervisors and District Supervisors from unreasonable censorship or restraint which might interfere with their obligation to pursue truth in the performance of their administrative functions.

ARTICLE XVI - DEDUCTION FROM SALARY

A. 1. The Board agrees to deduct from the salaries of its Supervisors and District Supervisors dues for the Kearny Supervisors and District Supervisors Association, the Hudson County Education Association, the New Jersey Education Association, the National Education Association, Principals and Supervisors Association, National Association of Secondary and Elementary Principals, or any one or any combination of such Associations as said Supervisors and District Supervisors individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, Public Laws of 1969 and under rules established by the State Department of Education. Said monies together with records of any collections shall be transmitted to the treasurer of the Kearny Administrators' Association by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations. Supervisor and District Supervisor authorizations shall be made on the forms set forth by the Association.

2. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

3. Additional authorization for dues deduction may be received after August 1 under rules established by the State Department of Education.

B. The Board agrees to deduct from Supervisors' and District Supervisors' salaries money for local, state and/or national association services and programs as said Supervisors and District Supervisors individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to such association or associations.

C. Deduction will be equalized for each check and will not be taken out of one check.

D. Representation Fee

1. Purpose of Fee - If an employee does not become a member of the Association during any membership year (i.e. from September 1 to August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative. Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year.

2. Notification - Prior to the beginning of each membership year, the Association will notify the Board in writing, of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year.

3. Certification - The Association will certify to the Board before the start of each

membership year that the amount of the representation fee to be assessed does not exceed 85% of unified dues, fees and assessments.

4. Demand and Return - The Association agrees that it will, in conformity with the applicable laws establish a demand and return system for all Supervisors and District Supervisors and will present appropriate evidence of the existence of such a system to the Board.

5. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of or by reason of any action taken or not taken by the Board in conformance with this provision.

6. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association, will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues.

ARTICLE XVII - FAIR DISMISSAL POLICY

A. Supervisors and District Supervisors be notified of their contract and salary status for the ensuing year no later than April 30th. Failure on the part of a non-tenure Supervisor and District Supervisor to notify the Board of Education, in writing, by June 1st, of his acceptance of said contract and salary, shall be deemed a resignation and shall be accepted as such.

ARTICLE XVIII - MISCELLANEOUS PROVISIONS

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

B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. All items and provisions of this Agreement, stated or implied, shall be in conformity with existing law and no such item or provision shall presently, or in any subsequent revision, deprive either party of any rights, responsibilities or privileges enacted by the Legislature of the State of New Jersey or by the State Board of Education in terms of rules and regulations.

C. Any individual contract between the Board and an individual Supervisor and District Supervisor heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

D. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, assignment, promotion, transfer or discipline of Supervisors and

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

E. Fifteen (15) copies of this Agreement shall be given to the Association at the expense of the Board.

F. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or certified letter at the following addresses:

1. If by Association, to Board at 172 Midland Avenue, Kearny, New Jersey 07032.

2. If by the Board, to the Association President at Kearny High School, Kearny, New Jersey 07032.

G. 1. Association officers and building representatives shall be released at the end of the pupil day to attend association meetings.

2. The Board agrees to dismiss Supervisors and District Supervisors at the end of the pupil day two times a year for general meetings provided that the Superintendent is notified one week in advance of the date of the meeting.

3. Any committee mentioned in this contract and/or hereinafter established by the Superintendent and/or Association shall meet at the end of the pupil day.

H. A new Supervisor and District Supervisor will enter the salary guide at a level at least \$2800 above his current (teacher's) salary.

L. Special Education Management Stipend beginning 9/1/97: \$50.00 per full time equivalent aide.

J. Effective July 1, 2006, a stipend of \$1,000 will be for the summer program between the Kearny High School and Hudson Community College L.E.A.P.

K. A \$1,500 stipend shall be paid to Supervisors and District Supervisors who obtain a doctorate. Said Stipend shall be paid evenly over all paychecks and shall be pensionable.

ARTICLE XIX - LONGEVITY

A. Longevity for Association members shall be as follows:

Effective July 1, 2010:

16 th year	\$5,150.00
21 st year	\$5,580.00
26 th year	\$6,225.00
31 st year	\$6,600.00

B. In addition to the longevity payments to be made under Article XIX A hereof, members of the Association shall be entitled to receive an additional longevity payment per year as set forth in the schedule below, provided they have attained continuous service as a Supervisors and District Supervisors employed by the Kearny Board of Education:

<u>Service as Supervisors and District Supervisors</u>	<u>Longevity</u>
5 – 9 years	\$1,700
10 – 14 years	\$2,200
15 – 19 years	\$2,700
20 – 24 years	\$3,200
25 years or greater	\$3,900

ARTICLE XX - RELEASED TIME

If Supervisors and District Supervisors are required to report to the High School for summer tasks, then the Supervisor and District Supervisor shall receive compensation in the form of released time during the following regularly contracted school year. Said release time to be mutually agreed upon with the high school principal.

ARTICLE XXI - ZERO PERIOD

The Superintendent shall have the option to implement either a zero or 9th period in lieu of a 1st or 8th period. The Supervisors and District Supervisors will be given an option to teach either the zero or 9th period. No Supervisors and District Supervisors will be assigned to either a zero or 9th period without his or her consent. The Superintendent shall have the sole discretion regarding the approval or disapproval of interested Supervisors and District Supervisors in changing their 1 to 8 period to a 0 to 7 period or a 2 to 9 period. The zero period will be scheduled to begin at 7:44 a.m. and end at 8:24 a.m. The 9th period will begin at 2:37 p.m. and end at 3:20 p.m. Contracted Keamy teachers shall be given the right of first refusal in filling these positions. If no contracted KEA teacher volunteers, a Supervisor and District Supervisor may be hired for said position. In determining the selection of the teacher for either zero or 9th period, the Superintendent agrees to use his best efforts to adhere to, among other things, the following criteria:

- Seniority
- Job performance as indicated in formal evaluations
- Rotation of teachers of comparative status
- Preference given to members of the KEA

If a Supervisor or District Supervisor volunteers for an extra period, zero or 9th, in addition to their regular school day payment for the extra period shall be at the same rate as the hourly rate for curriculum writing. It is contemplated that the number of sessions for the extra period shall either be for a full year course equal to 180 or a half-year course equal to 90 or prorated for lesser service as the case may be.

It is understood and agreed that any fluctuation of the Supervisors and District Supervisors annual reported salary caused by payment or non payment of said money shall not be deemed a violation of the New Jersey State Law or otherwise.

ARTICLE XXII

SUPERVISORS AND DISTRICT SUPERVISORS PRE K - 12

The following members will become Pre K-12 Supervisors and District Supervisors:

- World Language
- Home Economics
- Physical Education/Health & Safety
- Art, Music and Media

The position of Supervisors and District Supervisors K-12 will include all the responsibilities and expectations listed for the High School Supervisors and District Supervisors plus the following district wide functions for grades Pre K-8:

1. Subject Area Articulation
2. Curriculum Development
3. Coordination of Instruction

Specifically excluded are formal observations and evaluations of regular classroom teachers and subject specialists for Pre K-8. Informal visits, conferences and in-service sessions may be required. Also excluded are preparations for pre K-8 of supply and equipment orders, equipment repair orders and inventory maintenance. Also excluded is primary responsibility for organizing and supervising special K-8 events such as concerts, musicals, graduations, exhibits, completions, Field Day Exercises, etc.

The Supervisor and District Supervisor Pre-K through 12 shall be observed and evaluated by the High School Principal or designee with input from the curriculum coordinator and/or assistant superintendent. The Supervisor and District Supervisor Pre-K through 12 will receive the salary from the appropriate step on the High School Supervisor and District Supervisor guide.

ARTICLE XXIII - DURATION OF AGREEMENT

A. The collective bargaining agreement between the Board and the Association shall be for a period commencing July 1, 2017 and terminating June 30, 2020.

B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents and their corporate seals to be placed hereon, all on the day and year first above written.

KEARNY BOARD OF EDUCATION

BY: _____

Dated:

KEARNY SUPERVISORS AND DISTRICT SUPERVISORS ASSOCIATION

BY: _____

Dated:

SCHEDULE "A"

SALARY GUIDE

<u>KSDSA Salary Guides</u>											
<u>Supervisors MA</u>						<u>Supervisors MA +32</u>					
<u>Step</u>	<u>2017/18</u>	<u>2018/19</u>	<u>2019/20</u>			<u>Step</u>	<u>2017/18</u>	<u>2018-19</u>	<u>2019-20</u>		
0	111,533	114,788	118,538			0	118,995	122,250	126,000		
1	113,107	116,362	120,112			1	121,985	125,250	129,000		
2	115,268	118,523	122,273			2	125,228	128,483	132,233		
3	117,405	120,660	124,410			3	129,452	132,707	136,457		
4	120,505	123,760	127,510			4	133,800	137,055	140,805		
<u>District Supervisors MA</u>						<u>District Supervisors MA +32</u>					
<u>Step</u>	<u>2017-18</u>	<u>2018/19</u>	<u>2019/20</u>			<u>Step</u>	<u>2017-18</u>	<u>2018/19</u>	<u>2019/20</u>		
0	115,234	118,489	122,239			0	125,066	128,321	132,071		
1	118,234	121,489	125,239			1	128,066	131,321	135,071		
2	119,368	122,623	126,373			2	129,299	132,554	136,304		
3	120,504	123,759	127,509			3	130,652	133,907	137,657		
4	121,705	124,960	128,710			4	135,000	138,255	142,005		

SCHEDULE "C"

KEARNY SUPERVISORS AND DISTRICT SUPERVISORS ASSOCIATION

STATEMENT OF INTENT

"To facilitate changes in the position of Supervisor of Occupational Education/Technology, the technology teachers will be assigned to the Business Technology Department. The reassignment is not viewed as a clustering of separate departments."

The above Statement of Intent was requested by the Kearny Supervisors and District Supervisors Association and approved by the Board of Education at a duly constituted meeting on February 20, 2001.