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Contract no. 373

A G R E E M E N T

KINGSWAY REGIONAL SCHOOL DISTRICT  
BOARD OF EDUCATION

AND

KINGSWAY EDUCATION ASSOCIATION

1988 - 1990

LIBRARY  
INSTITUTE OF MANAGEMENT

101

UNIVERSITY

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## 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 full time certificated personnel employed by the Board, whether under contract or on leave, including:

- A. Teachers primarily responsible for instruction; and
- B. Teachers primarily responsible for service, as follows: guidance counselors, librarian, psychologist, social worker, learning disability specialist, nurse. But excluding: Superintendent, Assistant Superintendent, Principals, Vice Principal, Business Administrator, Director of Student Personnel Services, Supervisors, substitute teachers, summer school teachers, summer school and evening school instructors, and all other employees of the Board not enumerated in the unit described above.

Unless otherwise indicated, the term professional staff member or the Association in this agreement shall refer to all certificated employees represented by the Association in the negotiating unit as above described.

## 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.

## ARTICLE III

### Grievance Procedure

#### A. Definitions

##### 1. Grievance

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

ARTICLE III - continued

Grievance Procedure - continued

- (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 this definition, the term "Professional Staff Member" shall mean also a group of professional staff members having the same grievance.

B. Purpose

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. Time Limits

A grievance, to be considered under this procedure, must be initiated by professional staff member or members within ten (10) days (school days) from the time when the professional staff member(s) 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 specified may, however, be either extended or held in abeyance by mutual agreement between the Superintendent of Schools and the Association President. Such an extension or holding pattern must be in writing.

In the event a grievance is filed 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 shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practical.

D. Procedure

Step One

A professional staff member with a grievance shall first discuss it with the principal or immediate supervisor, with the objective of resolving the matter informally at this

## ARTICLE III - continued

### Grievance Procedure - continued

level. Upon the request of the professional staff member, the Association's representative may be present.

#### Step Two

If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee, within five (5) school days, he/she may set forth, in writing, his/her grievance to the principal - specifying:

- (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

The principal shall communicate his decision to the employee within five (5) school days of receipt of the written grievance.

#### 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 five (5) school days after the presentation of the grievance, he/she may file the grievance in writing, with the Superintendent of Schools within five (5) school days after the decision at Step Two or ten (10) school days after the grievance was presented, whichever is sooner.

#### Step Four

If the aggrieved person is not satisfied with the disposition of his/her grievance at Step Three, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, whichever is sooner, submit his/her grievance in writing to the Board of Education.

The Board, or Committee of the Board shall, within ten (10) days of receipt of the grievance, hold a hearing on the matter. The Board shall, within a period of thirty (30) days following the hearing, render a decision in writing to the grievant.

#### 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 ten (10) days of the receipt of

ARTICLE III - continued

Grievance Procedure - continued

the Board's decision. However, if a written request for arbitration is not made to the American Arbitration Association within thirty (30) 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 Title 18A:N.J.S.A., or;
- (b) a complaint of a non-tenured professional staff member which arises by reason of his not being re-employed;
- (c) a complaint by a professional staff member, occasioned by appointment to or lack of 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 to submit a list of persons qualified to function as an arbitrator in the dispute in question.
  - (a) if the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association to submit a second list of names
- 2. If the parties are unable to determine, within ten (10) days of receipt of the second list, a mutually acceptable arbitrator, the rules of the American Arbitration Association will be followed in the selection of an arbitrator.

The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the agreement between the parties or any policy of the Board of Education. The recommendations of the arbitrator shall be binding on both parties. In addition, 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

ARTICLE III - continued

Grievance Procedure - continued

copies of the arbitrator's report of findings and recommendations. This shall be accomplished within thirty (30) days of the completion of the arbitration hearings.

F. Miscellaneous

1. Each party will bear the total cost incurred by themselves.
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 professional staff members, during and notwithstanding the pendency of any grievance, shall not refuse to continue to function in their duties until final determination of same.

ARTICLE IV

Association Rights and Privileges

A. Use of School Buildings

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

1. That prior permission is obtained from the Superintendent or his/her designee.
2. That said permission be obtained in the following manner:
  - (a) request be made at least thirty-six (36) hours prior to the meeting time, when possible;
  - (b) said request shall contain a statement as to the purpose of the meeting, if for other than a normal association meeting;
  - (c) the selection of the place of the meeting will be left to the discretion of the Administration and normally will be in the Library.

ARTICLE IV - continued

Association Rights and Privileges - continued

3. The use of said school premises for meeting 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 Meeting shall not begin prior to the end of the contracted teachers' day.

B. Use of School Equipment

The association may use school facilities and equipment; including typewriters, duplicating equipment, calculators, and audio visual equipment when such equipment is not otherwise in use (with prior approval of Administration). The association shall pay for the reasonable cost of all materials and supplies incident to such use, and for any repairs necessitated as a result thereof.

1. A time for duplication of materials shall be scheduled by the Principal at least 24 hours prior to need. Cost shall be set at 4¢ per copy.

C. Use of Staff Mailboxes

The association may use staff mailboxes for association business with prior permission of the Superintendent.

D. Use of Bulletin Board

The association shall have the use of a bulletin board in the faculty lounge.

ARTICLE V

Professional Staff Members Work Hours and Work Year

- A. The normal work day shall be 7 hours and 10 minutes except for Monday when the work day for staff members shall be 7 hours and 35 minutes. The additional time on Monday (or the first day of the work week 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 Administrative approval.

ARTICLE V - continued

Professional Staff Members Work Hours and Work Year - continued

- B. Professional staff member's participation in a reasonable number of extra-curricular activities, PTO, concerts, plays, athletic events and similar school activities is a part of his/her professional responsibilities. Also, as professionals, staff members are expected to devote to their assignments the time necessary to meet their responsibilities.
1. Teachers may be required to attend a maximum of two Open House/Back to School Night, Evening Parent Meetings without compensation or released time. Teachers must secure administrator's permission to miss such activities due to unforeseen emergencies or situations. Guidance Counselors required to attend evening scheduling sessions will be compensated as per Schedule B.
- C. 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.
- D. The work year shall not exceed 185 days, 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.
- E. A teacher may be assigned a 6th teaching period due to the following reasons:
1. to decrease class size
  2. to increase course offerings
  3. if that teacher handles the entire academic program in that discipline
  4. unforeseen emergencies that may arise
- In any event, no more than three (3) teachers in a single academic department may teach a 6th period. If the need for a 4th section arises, a new position may be created. Any professional staff member assigned six teaching periods shall be assigned no duty period.
- F. 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.



ARTICLE V - continued

Professional Staff Members Work Hours and Work Year - continued

- G. Each classroom teacher's schedule shall include at least one period free of scheduled duties. Pupil contact time shall be maintained at existing 1985-'86 levels. Those levels are defined on a daily basis as follows with a period equal to 41 minutes outside the lunch sequence, exclusive of passing time, and 44 minutes during the lunch sequence, also excluding passing time:

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 2 periods for conference/planning time.

- H. Each teacher shall have a continuous duty-free lunch.
- I. Hours and duties for "specialized personnel" (Librarians, Nurses, Guidance Counselors, Learning Disability Specialists) shall be the same as enumerated in the contract for teachers with the following exceptions:
1. They will have no assigned preparation period.
  2. Except in extreme emergencies they will not be assigned the following:
    - a. study halls
    - b. homerooms
    - c. bus duty
    - d. corridor duty
    - e. cafeteria supervision
  3. They will have one (1) fifteen (15) minute break and will have a forty (40) minute duty-free lunch period.
  4. They will devote all of their working hours to the responsibilities of their position.
  5. When necessary, guidance counselors may be required to teach one career/guidance related class.
  6. Any teacher/guidance counselor shall be given a commensurate amount of prep time based upon the number of periods taught.
- J. The Principal shall have the right to assign teachers other duties during the school day as determined necessary to operate the school.

ARTICLE V - continued

Professional Staff Members Work Hours and Work Year - continued

1. Coverage for morning bus duty shall 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.

- a. 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.

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

Professional Staff Member Assignment Procedures

- A. Date for Presently Employed Professional Staff Members

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 June 10, 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, and upon the request of the member the changes shall be promptly reviewed between the administration and the member affected and at his option, a representative of the association.

ARTICLE VIII

Professional Staff Member Employment

On or before April 30 of each year, the Board shall offer a contract to each non-tenured professional staff member whom it plans to re-employ for the following year.

ARTICLE VIII - continued

Professional Staff Member Employment - continued

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.

ARTICLE IX

Salaries

A. Schedule

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

B. Method of Payment

1. Normally each professional 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. Summer pay plan. Each professional staff member may individually elect to have ten (10%) percent of his monthly salary deducted from his pay. These funds shall be paid to the teacher, or his estate, in two payments on or before July 15 and August 15 respectively.
3. Final Pay. The pay for the month of June shall be distributed one-half on the 15th of the month, and the last portion of that pay shall be distributed upon completion of all professional responsibilities, however, the second check shall be dated, the last payroll period for the month of June.
4. Credit Union Deduction. Each professional staff member may individually elect to have a percentage of his/her monthly salary deducted from his/her pay for deposit in the ABCO Federal Teachers' Credit Union.

ARTICLE IX - continued

Salaries - continued

C. Salary Schedule "A" - Definitions

1. The term "Professional Staff Member" shall include the Nurse, Librarian, Guidance Counselors, Learning Disability Specialist, Psychologist, Social Worker, 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 additional semester hours credit in graduate courses 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 courses 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 for certification.
6. The term MA plus 15 shall mean the completion of fifteen additional semester hours credit in graduate courses beyond the course requirements for the Master's degree in any college or university whose graduate courses for the Doctor's degree 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 in graduate courses beyond the course requirements for the Master's degree in any college or university whose graduate courses for the Doctor's degree 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 for the Doctor's degree are acceptable to the New Jersey State Board of Examiners. A minimum of fifteen (15) of those graduate hours

## ARTICLE IX - continued

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.
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.

## ARTICLE X

### Posting of Job Openings

- A. All professional staff and administrative openings will be posted in the school 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 secretary.
  1. 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.

## ARTICLE XI

### Leaves of Absence

- A. Personal Illness

(Definition) --- Sick leave is defined as absence from duty because of personal disability due to illness, injury or

## ARTICLE XI - continued

### Leaves of Absence - continued

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-contained injuries or illness, are not considered sick leave and do not qualify for personal illness benefits.

1. The regular yearly allowance for sick leave (per New Jersey Statutes Annotated 18A:30-2 et seq.) without loss of pay shall be ten (10) 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 professional staff member due to personal illness. This statement will be required periodically.
3. A deduction of 1/200 of the annual salary 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 who finds that he will be absent for more than thirty (30) days, during which time he will be receiving less than half pay, an official leave of absence should be requested from the Board to assure continued pension coverage.
6. Professional staff members shall be given a written account of accumulated sick leave days no later than September 15.
7. Any teacher who is absent for longer than five (5) consecutive days for any reason must request a temporary paid leave-of-absence enabling an appropriate certified substitute to be secured.

## ARTICLE XII

### Personal Leave

- A. Association members will be entitled to three (3) personal days.

ARTICLE XII - continued

Personal Leave - continued

1. Personal leave may not be taken before or after a holiday or to extend a vacation.
2. Unused personal days shall be added to accumulated personal illness days at the conclusion of the school year.
3. Death in immediate family.
  - a. Up to five (5) days may be granted in case of death in immediate family (parents, mother or father-in-law, siblings, spouse and children).
  - b. If circumstances warrant, the Superintendent may grant up to five (5) additional days for death of spouse, child, or parent. Payment for those days is subject to Board of Education approval. Such extensions and payment decisions are not subject to the grievance process.
  - c. One day may be granted in case of death of other close relatives (uncle, aunt, grandparent, grandchild, and first cousins).
4. Personal leave must be requested and approved by the Superintendent at least five (5) school days in advance of the time for which such leave is requested.
  - a. Emergency events not predictable five (5) days in advance will be considered immediately.
5. Other requests for emergency and/or personal leave, without pay, shall be at the discretion of the Superintendent as approved by the Board.
6. No more than three (3) individuals will be granted a personal day on the same day. They will be allotted on a first come, first serve basis.
7. Whereas in previous contract years the Chief School Administrator and/or Board of Education granted leave for reasons other than those listed in the contract, will heretofore be governed by the new personal day policy. It is understood that past practice will not be grievable for leave granted at the discretion of the Chief School Administrator and/or the Board of Education.

## ARTICLE XIII

### Sabbatical Leave

- A. 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.
1. An applicant must have completed seven consecutive years in this district. No person is to receive more than one sabbatical leave in seven years.
  2. There is to be no more than one employee absent on sabbatical leave during any one school year.
  3. An application for sabbatical leave is to be made in writing to the Superintendent four (4) months in advance of the requested leave.
  4. 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.
  5. For a full year sabbatical, pay will be one-half the annual salary payable in equal semi-monthly installments. For a one-half year sabbatical, the pay will be the full salary payable in equal semi-monthly installments.
  6. An employee must signify intent of returning to Kingsway for two 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 had not been on leave.
  7. 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 the money shall be returned.
  8. An employee's sick leave shall not accrue during the sabbatical. However, accumulated days will be restored upon return.
  9. 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.
- B. Upon recommendation of the Superintendent of Schools, a summer study program may be granted to any certified teacher meeting the eligibility requirements as set forth in the Article.



ARTICLE XIII - continued

Sabbatical Leave - continued

1. To be eligible, a teacher must have completed seven (7) consecutive full years of service in the Kingsway Regional High School District.
2. Stipends shall be in the amount of \$50 per week in attendance in approved course(s) to a maximum of \$300 per summer.
3. This stipend is in addition to the payment for course credit as authorized in Article XVII. The total tuition reimbursement shall not exceed \$850 per year.
4. The stipend shall be paid as follows: One-half on July 30. The remaining payment will be made within thirty (30) days of the teacher receiving the final grade of "B" or better.
5. Number of Summer Grants - Requests are to be submitted, in writing, to the Superintendent on or before March 15th. Decision of the Superintendent will be made by April 15th. Decision of the Superintendent is final and not arbitrable.

The Superintendent will use the following criteria in approving requests for summer study:

- a. Credits for additional certification
- b. District needs
- c. Enrollment in graduate program in area of employment
- d. Increase knowledge in subject area

ARTICLE XIV

Extended Leave (Without Pay)

- A. Professional staff members may apply for leaves of absence, without pay, for a pre-determined 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.

ARTICLE XIV - continued

Extended Leave (Without Pay) - continued

- B. The Board will grant leave of absence to join military or naval service in accordance with N.J.S.A. 18A:6-33.1.

ARTICLE XV

Child-Rearing Leave (Without Pay)

- A. Child-rearing leave will be granted to bargaining unit members subject to the following conditions:

1. Provide at least sixty (60) calendar days written application to the administration prior to commencement of leave.
2. At the time of such leave, the new born child must be no more than forty-five (45) days of age (or less than five years of age in cases of adoption).

(NOTE: In cases of a birth during the summer, then such leave will be for the next full academic year.)

3. Return from such leave shall be either at the start of the first or second full academic year following the commencement of the leave, or at the beginning of the second semester. 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 for 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.
4. The Board shall not be required to extend the leave of a non-tenured professional staff member beyond the school year for which they were hired.
5. 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.
6. Any professional 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 she actually returns from such leave) provided she has completed at least five (5) months of work during the school year in which the leave commences.

ARTICLE XV - continued

Child-Rearing Leave (Without Pay) - continued

7. 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 grant shall be at his/her sole discretion and it is not arbitrable.
8. At the teacher's option, and provided such is allowable in the master plan of the insurance carrier, each teacher on authorized child-rearing leave may continue to participate in the group enrollment at his/her cost.

ARTICLE XVI

Hospitalization and Health Benefits

- A. The Board shall continue to provide coverage for basic health insurance per the current master policy; or if the Board changes carrier or carriers the benefits shall at least be equal to those of the current policy.
- B. The Board of Education shall continue to provide at its expense 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 at its expense \$1.00 co-pay group prescription plan for each employee, with family coverage where appropriate.
- D. Part-time employees represented by the Association shall receive pro-rated benefits.

ARTICLE XVII

Professional Growth

- A. To encourage further graduate study and subsequently increase professional competence, the Board of Education will pay up to \$850 per year for tuition only to any professional staff member taking graduate 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 District.
  1. All courses must be approved by the Superintendent to qualify for this aid prior to taking same.

ARTICLE XVII - continued

Professional Growth - continued

2. Courses must be successfully completed with payment to be made 30 days after records are received. Summer courses to be paid in October; Spring courses in July; Fall courses in January.
  3. Notification made to the Superintendent after May 30th for Fall courses and September 30th for Spring and Summer courses will not be paid.
  4. Approval of courses for tuition reimbursement is subject to the sole approval of the Superintendent.
- B. The Board of Education, upon the recommendation of the Superintendent, will grant:

1. Released time to participate in such activities as:
  - a. visitation to other schools
  - b. conferences and conventions
  - c. training workshops

(Each request will be considered individually, including time involved and expenses requested.)

Maximum of \$100 for each approval.

Faculty 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 written report.

C. Observation and Evaluation Procedures

1. It shall be the policy of the Kingsway Regional High School 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 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.

ARTICLE XVII - continued

Professional Growth - continued

4. In addition to evaluations based upon formal observations, written evaluations may be made of a staff member's total performance as an employee, which shall not be limited to classroom performance. These shall be in addition to those aforementioned evaluations.
5. Evaluations of individuals enumerated on Schedule "B" shall be conducted at least one time per season/activity based upon procedures outlined in Item C-4 of this Article.
6. All evaluations shall be done in accordance with N.J.A.C. 6:3-1.21 (tenured staff evaluation) and/or N.J.A.C. (non-tenured staff evaluation).

ARTICLE XVIII

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 employees' pay a representation fee equal to 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 XIX

Personal Property Damage Reimbursement

- A. Effective July 1, 1986, the parties agree to contribute a matching sum of \$200 each (\$400) toward a Teachers' Personal Property Reimbursement Fund. This fund is to be administered by the Education Association and deposited into an interest bearing account.
- B. Teachers 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 teacher 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 Fund 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.

SCHEDULE A

TEACHERS' SALARY GUIDE  
1988-89

<u>LEVEL</u>	<u>BACHELORS</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MASTER'S</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+45</u>
A	22,400	22,800	23,200	23,800	24,150	24,550	24,950
B	22,650	23,050	23,450	24,050	24,400	24,800	25,200
C	23,000	23,400	23,800	24,400	24,750	25,150	25,550
D	23,567	23,967	24,367	24,967	25,317	25,717	26,117
E	24,264	24,664	25,064	25,664	26,014	26,414	26,814
F	25,006	25,406	25,806	26,406	26,756	27,156	27,556
G	25,801	26,201	26,601	27,201	27,551	27,951	28,351
H	26,597	26,997	27,397	27,997	28,347	28,747	29,147
I	27,392	27,792	28,192	28,792	29,142	29,542	29,942
J	28,187	28,587	28,987	29,587	29,937	30,337	30,737
K	28,983	29,383	29,783	30,383	30,733	31,133	31,533
L	29,778	30,178	30,578	31,178	31,528	31,928	32,328
M	30,573	30,973	31,373	31,973	32,323	32,723	33,123
N	31,368	31,768	32,168	32,768	33,118	33,518	33,918
O	32,164	32,564	32,964	33,564	33,914	34,314	34,714
P	33,200	33,600	34,000	34,600	34,950	35,350	35,750
Q	34,581	34,981	35,381	35,981	36,331	36,731	37,131

NOTES:

- A. Conversion Chart - 1987-88 Guide to 1988-89 Guide.  
 Example: A staff member on Level 4 in 1987-88 will be on Level D of the 1988-89 guide.

1987-88 Level	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓
1988-89 Level	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	Q

- B. Levels do not equate to years of experience.

SCHEDULE A

TEACHERS' SALARY GUIDE  
1989-90

<u>LEVEL</u>	<u>BACHELORS</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MASTER'S</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+45</u>
A	24,300	24,700	25,100	25,700	26,050	26,450	26,850
B	24,700	25,100	25,500	26,100	26,450	26,850	27,250
C	25,100	25,500	25,900	26,500	26,850	27,250	27,650
D	25,784	26,184	26,584	27,184	27,534	27,934	28,334
E	26,584	26,984	27,384	27,984	28,334	28,734	29,134
F	27,384	27,784	28,184	28,784	29,134	29,534	29,934
G	28,184	28,584	28,984	29,584	29,934	30,334	30,734
H	28,984	29,384	29,784	30,384	30,734	31,134	31,534
I	29,784	30,184	30,584	31,184	31,534	31,934	32,334
J	30,584	30,984	31,384	31,984	32,334	32,734	33,134
K	31,584	31,984	32,384	32,984	33,334	33,734	34,134
L	32,584	32,984	33,384	33,984	34,334	34,734	35,134
M	33,584	33,984	34,384	34,984	35,334	35,734	36,134
N	34,584	34,984	35,384	35,984	36,334	36,734	37,134
O	35,784	36,184	36,584	37,184	37,534	37,934	38,334
P	37,184	37,584	37,984	38,584	38,934	39,334	39,734

NOTES:

- A. Conversion Chart - 1988-89 Guide to 1989-90 Guide.  
 Example: A staff member on Level D in 1988-89 will be on Level D of the 1989-90 guide.

1988-89 Level	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓
1989-90 Level	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	P

- B. Levels do not equate to years of experience.



## 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 has been 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 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 competition beyond the regular season as defined below.
  - a. Regular season is defined as the period of time from the first practice date (as set by N.J.S.I.A.A.) through the last scheduled regular season game or the first level of N.J.S.I.A.A. post-season competition, whichever is later.
9. Employees retiring after being employed by the Kingsway Board of Education for ten (10) or more years shall be compensated at the following rate for unused personal illness days:

1988-'89

1989-'90

\$15 per day \*

\$15 per day \*

(\* Up to a maximum of 100 days)

SCHEDULE B  
(EXTRA PAY)

<u>ASSIGNMENT</u>	<u>1988-89</u>	<u>1989-90</u>
Athletic Director-----	\$3,396	\$3,702
Baseball Coach-----	\$2,183	\$2,379
Baseball Assistant Coach-----	\$1,419	\$1,547
Basketball Coach (Boys)-----	\$2,627	\$2,863
Basketball Assistant Coach-----	\$1,708	\$1,862
Basketball Coach (Girls)-----	\$2,627	\$2,863
Basketball Assistant Coach-----	\$1,708	\$1,862
X-Country Coach (Boys)-----	\$1,748	\$1,905
X-Country Coach (Girls)-----	\$1,748	\$1,905
Football Coach (Head)-----	\$2,991	\$3,260
Football Assistant Coach-----	\$2,066	\$2,252
Hockey Coach-----	\$2,160	\$2,354
Hockey Assistant Coach-----	\$1,404	\$1,530
Soccer Coach-----	\$2,160	\$2,354
Soccer Assistant Coach-----	\$1,404	\$1,530
Softball Coach-----	\$2,183	\$2,379
Softball Assistant Coach-----	\$1,419	\$1,547
Swimming Coach-----	\$2,038	\$2,221
Tennis Coach (Girls)-----	\$1,748	\$1,905
Tennis Coach (Boys)-----	\$1,748	\$1,905
Track Coach (Boys)-----	\$2,169	\$2,364
Track Assistant Coach (Boys)-----	\$1,410	\$1,537
Track Coach (Girls)-----	\$2,169	\$2,364
Track Assistant Coach (Girls)-----	\$1,410	\$1,537
Wrestling Coach-----	\$2,644	\$2,882
Wrestling Assistant Coach-----	\$1,718	\$1,873
Audio Visual Director-----	\$815	\$888
Band Director-----	\$2,295	\$2,502
Band Front Advisor-----	\$1,274	\$1,389
Band-Stage/Jazz Ensemble-----	\$768	\$837
Choral Director-----	\$768	\$837
Cheerleading Advisor-----	\$1,516	\$1,652
Director Stage Crew-----	\$613	\$668
Ind. Activity Supervisor-----	\$203	\$221
Intramural Director-----	\$1,018	\$1,110
Key Club Advisors-----	\$201	\$219
Club Advisors-----	\$191	\$208
National Honor Society-----	\$383	\$417
Newspaper Advisor-----	\$648	\$706
Newspaper Assistant-----	\$421	\$459

SCHEDULE B - CONTINUED

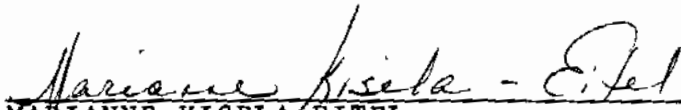
<u>ASSIGNMENT</u>	<u>1988-89</u>	<u>1989-90</u>
Play Director-----	\$955	\$1,041
Play Assistant-----	\$621	\$677
Play Director (Musical)-----	\$955	\$1,041
Publicity-----	\$614	\$669
Student Council-----	\$1,062	\$1,158
Yearbook Advisor-----	\$1,578	\$1,720
Yearbook Art Advisor-----	\$780	\$850
Activities Coordinator-----	\$1,026	\$1,118
Saturday Enrichment-----	\$375	\$409
Computer Advisor-----	\$375	\$409
Chairpersons-----	\$845	\$921
Academic Decathlon-----	\$780	\$850
Forensics Club-----	\$780	\$850
Images-----	\$750	\$818
Astronomy Club-----	\$750	\$818
Store Room-----	\$568	\$619
Other Assistant Play Director-----	\$621	\$677
Wrestling Cheerleader Advisor-----	\$379	\$413
Football Taper-----	\$1,168	\$1,273
<u>Class Advisors:</u> * 7th Grade-----	\$328	\$358
* 8th Grade-----	\$396	\$432
* 9th Grade-----	\$469	\$511
**10th Grade-----	\$536	\$584
**11th Grade-----	\$614	\$669
**12th Grade-----	\$679	\$740
*If Class Co-advisors are appointed, each to receive 50% split of stipulated pay.		
**If Class Co-advisors are appointed, each to receive 60% of stipulated pay.		
<u>Hourly Rate</u> -----	\$16.30	\$17.77
(Compensatory time will be offered at the discretion of the Administration.)		

ARTICLE XX

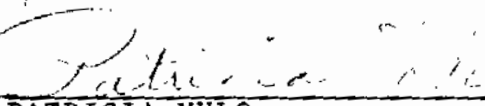
Duration

This Agreement shall be effective July 1, 1988 and continue in existence through June 30, 1990.

In witness whereof the Board and the Association have caused this agreement to be executed by their duly authorized representatives.

  
\_\_\_\_\_  
MARIANNE KISELA-EITEL,  
President, Kingsway Education Association

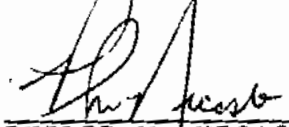
10-28-88  
Date

  
\_\_\_\_\_  
PATRICIA YULO,  
Secretary, Kingsway Education Association

10-28-88  
Date

  
\_\_\_\_\_  
TIMOTHY CIANCIULLI,  
President, Kingsway Regional Board of Education

10/3/88  
Date

  
\_\_\_\_\_  
PHILIP W. NICASTRO,  
Secretary, Kingsway Regional Board of Education

10/3/88  
Date