

**AGREEMENT BETWEEN**

**THE**

**KINGSWAY REGIONAL BOARD OF EDUCATION**

**AND THE**

**KINGSWAY SUPERVISORS' ASSOCIATION**

**July 1, 2006 to June 30, 2009**

## TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
I.	Recognition	1
II.	Grievance Procedure	1
III.	Negotiating Procedure	4
IV.	Supervisor Responsibilities	5
V.	Evaluation of Supervisory Staff	5
VI.	Temporary Leaves of Absence	6
VII.	Professional Growth and Development	9
VIII.	Health Insurance	10
IX.	Supervisory Employee Rights	11
X.	Association Rights and Privileges	11
XI.	Miscellaneous Provisions	12
XII.	Duration of Agreement	13
	Schedule A	14

ARTICLE I  
RECOGNITION

The Kingsway Regional Board of Education recognizes the Kingsway Supervisors' Association as the exclusive representative for collective negotiations and grievances, regarding terms and conditions of employment for the following employees:

Included: All certificated employees holding the positions of Supervisor of Special Education Services, Supervisor of Athletics and Supervisor of Student Personnel Services.

Excluded: the Superintendent; the School Business Administrator/Board Secretary; the Supervisor of Curriculum and Instruction; all confidential employees; all non-certificated secretarial staff; all custodians and craft employees; all bus drivers, aides and mechanics; all non-certificated managerial and supervisory employees within the meaning of the Act; all certificated teaching staff members and administrators; and all other employees of the Board of Education not specifically included in this recognition clause.

ARTICLE II  
GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

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

- a. A method of review is prescribed by law or by any rule or regulation of the State Commissioner of Education having the force of law, or
- b. The Board of Education is without authority to act. As used in the definition, the term staff member shall mean also a group of 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 a staff member or members within fifteen (15) school days of the time when the 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 extended by mutual agreement between the Superintendent of Schools and the Association President. Such an extension must be in writing.

D. Procedure

1. Step One

A staff member with a grievance shall first discuss it with his/her immediate supervisor, with the objective of resolving the matter informally at this level. Upon the request of the staff member, the Association's representative may be present.

2. Step Two

If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, he/she may set forth, in writing, his/her grievance to the Superintendent of Schools, on the appropriate Board/Association grievance form, specifying the following:

- a. The nature of the grievance.
- b. The results of previous discussions.
- c. His/her dissatisfaction with decisions previously rendered.
- d. What relief he/she is asking.

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

3. Step Three

If the aggrieved person is not satisfied with the disposition of his/her grievance at Step Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, whichever is sooner, the Association may submit within the ten (10) calendar days the 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 with the Association on the matter. The Board shall, within a period of thirty (30) calendar days following the hearing, render a decision in writing to the grievant.

4. Step Four

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) calendar days of the receipt of the Board's decisions. However, if a written request for arbitration is not made to the American Arbitration Association within thirty (30) calendar days after the Superintendent is notified, the matter shall be considered final as rendered at the Board level. The Board shall not be required to give reasons for its decisions, and the Board's decisions in the following matters shall be final and not subject to arbitration:

- a. Any matter subject to any rules or regulations of the Commissioner of Education or covered by Title N.J.S.A. 18A, or;
- b. A complaint of a non-tenured staff member which arises by reason of his/her not being re-employed;
- c. A complaint by a 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 for selection of an arbitrator in accordance with its rules.
2. The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/she shall have no authority to add or subtract anything from the Agreement between the parties or any policy of the Board of Education.
3. The recommendations of the arbitrator shall be binding. Both parties agree that no further appeals beyond the arbitrator will be initiated in the event of an unfavorable decision. Only the Board and the aggrieved and his representative shall be given copies of the arbitrator's report of findings and recommendations.

F. Miscellaneous

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

ARTICLE III

NEGOTIATING PROCEDURE

- A. 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 as signed by the parties.
- B. 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. The parties' representatives

have authority to reach only a tentative agreement and full Board and Association memberships reserve the right to ratify or reject any tentative agreement.

During the term of this contract, the parties by mutual agreement, may re-open negotiations. Any modifications of this agreement, in whole or in part, shall be executed by an instrument in writing, duly executed by the parties.

Should any provision hereof, or the application of any such provision to any person or circumstance, be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, or by any other state or federal administrative agency, the remainder of this Agreement, or the application of any such provision to persons or circumstances other than those which have been invalidated, shall not be affected thereby.

#### ARTICLE IV

##### SUPERVISOR RESPONSIBILITIES

- A. Effective January 1, 2004 and thereafter, the work year shall be 12 months. The divisor for extra work or deductions shall be 260 days.

#### ARTICLE V

##### EVALUATION OF SUPERVISORY STAFF

- A. The Board of Education and the Kingsway Supervisors' Association subscribe to the principle that an employee has the right to full knowledge regarding the judgment of his supervisor pertaining to the effectiveness of his/her performance and that, further, he/she is entitled to receive recommendations to assist him/her in increasing the performance effectiveness.
- B. Therefore, the members of the Kingsway Supervisors' Association shall be evaluated in accordance with the provisions of the New Jersey Administrative Code 6:3-1.19 or 6:3-1.21. All evaluation shall take place with the full knowledge of the supervisor involved.
- C. Each employee shall sign all copies of each written evaluation, attesting to the fact that the contents of the evaluation are known to him/her. No written evaluation may become part of an employee's personnel file without the employee's knowledge. The employee is entitled to have his/her response to the

evaluation heard and appended to the evaluation report.

## ARTICLE VI

### TEMPORARY LEAVES OF ABSENCE

#### A. Personal Illness

Sick leave is defined as absence from duty because of personal disability due to illness, injury or exclusion due to contagious disease or quarantine.

1. Each supervisor is entitled to twelve (12) sick days per year. Unused sick days may accumulate, without limit.
2. Supervisors shall be given a written account of accumulated sick leave no later than September 15 of each school year.
3. Supervisors who exhaust all current and accumulated sick leave during any school year should apply for an unpaid leave of absence to protect his/her pension coverage.
4. Supervisors who retire under the provisions of the T.P.A.F., and who have served in the Kingsway Regional School District for a minimum of ten (10) years, shall be paid one hundred dollars (\$100) per day for accumulated sick days above a threshold of **fifty-five (55)** sick days.
5. Supervisors who retire by December 31 of a school year shall be paid for their accumulated sick leave on July 1 of the next school year.  
Supervisors who retire by June 30 of a school year shall be paid for their accumulated sick leave on January 1 of the next calendar year.

#### B. Personal Leave

1. Each supervisor shall have available for his/her use during each school year three (3) personal days.
2. Personal days must be applied for in writing at least 72 hours in advance of the date requested and receive the approval of the Superintendent, prior to use, except in case of emergency.
3. Personal days may not be used either before or after a scheduled school holiday, without prior, written permission of the Superintendent.
4. Unused personal days shall revert to and accumulate as sick leave,



subsequent to June 30 of each school year.

C. Bereavement Leave

1. Bereavement leave with pay may be granted by the Superintendent. Bereavement leave shall be defined as absence from duty due to:

Death in the Immediate Family

Immediate family shall include husband, wife, child, mother, father, mother-in-law, father-in-law, sister, brother, grandparents, grandchildren, or member of family unit living in the same household.

Up to five (5) days taken within ten (10) days of death.

If circumstances warrant, the Superintendent may grant up to five (5) additional days for death of spouse, child, or parent. Denial of such extensions is not subject to the grievance procedure.

One day may be granted in case of death of other close relatives (uncle, aunt, nieces, nephews and children-in-law).

For other relatives, the Superintendent may grant up to two (2) days per school year. The Superintendent's decision is final and not subject to the grievance procedure.

D. Birth in the Family

Up to three (3) days will be granted to a supervisor upon the birth of his/her child.

E. Other Leaves of Absence

Other leaves of absence, with or without pay, may be granted for good cause, at the discretion of the Board of Education, upon application, whenever possible, by the supervisor, sixty (60) days in advance. Said letter of application shall state the reason for the leave and the dates for the commencement and termination of the leave.

F. Vacations

The parties agree that vacation days are time earned for time worked.

1. Twelve-month administrators shall be entitled to twenty (20) vacation days, credited July 1<sup>st</sup> of the school year following the year in which they were earned. A maximum of five (5) days may be carried into the following year. No financial compensation will be made for any vacation days upon resignation or retirement.
2. Administrators hired after July 1<sup>st</sup> will earn pro-rated vacation to be used after July 1<sup>st</sup> of the following year.
3. Vacation days must be applied for, in writing, and receive the approval of the Superintendent, prior to the use of the day. Vacations may be taken at any time during the school year, with the Superintendent's approval, except that vacation days will not be granted during the five (5) days prior to the opening of school for teachers and the three day following the close of school for teachers, or on scheduled in-service days. Under extenuating circumstances, the Superintendent may grant special permission for vacations during these periods. Vacations during the school year, September through June, will be scheduled so that at least two (2) administrators are at work when students are present. Vacations during the summer months, July and August, will be scheduled so that a minimum of one (1) building administrator is present in the school on each of the days that it is open during those months.
4. Vacation entitlement shall begin on January 1, 2004 (10 days).

G. Summer Hours

The workweek during the months of July and August shall be 36 hours. Workdays shall be no less than six (6) hours and no more than nine (9). This schedule will be on a trial basis and may be cancelled by the Superintendent at any time. The proposed work schedule shall be submitted to the Superintendent for approval no later than May 30<sup>th</sup> of each year.

- H. **As long as the Board of Education continues to schedule spring break as a shortened vacation period, supervisors shall not be required to work during the vacation period. Should the Board of Education determine to restore a full week of vacation, administrators shall be subject to the following work provisions. During the winter and spring breaks, at least one (1) administrator shall be present in the building, as per a schedule developed with the Superintendent.**

ARTICLE VII

PROFESSIONAL GROWTH AND DEVELOPMENT

- A. The Board of Education will reimburse each supervisor up to a maximum of \$650.00 towards dues for A.S.C.D., and/or a subject area professional association. The Superintendent reserves the right of approval of the association for which the supervisor requests reimbursement.
  
- B. The Board of Education will reimburse each supervisor up to \$1,750.00 for registration fees, travel expenses, lodging and meals for attendance at 5 days of conferences each school year. The request for reimbursement, with supporting documentation, shall be submitted to the superintendent within ten (10) days of the supervisor's return from the conference.
  
- C. To encourage further graduate study and subsequently to increase professional competence, the Board of Education will pay up to the equivalent of nine (9) graduate credits (at the Rowan College rate) per year for tuition and fees to any professional staff member taking graduate course work in his/her area of certification or graduate or undergraduate courses deemed by the Superintendent to be in the best interest of the goals and objectives of the District.

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

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

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

Notification made to the Superintendent after May 30th for fall courses and September 30th for spring courses and November 1st for summer courses will not be paid.

- 4. Approval of courses for tuition and fees reimbursement is subject to the sole approval of the Superintendent.

E. Sabbatical Leave

1. In any school year, only one (1) supervisor may be granted a sabbatical leave.
2. To be eligible for a sabbatical leave, an employee must:
  - a. Have served in the Kingsway Regional School District for a period of seven (7) consecutive years.
  - b. Agree to return to service in the Kingsway Regional School District for a period of two (2) years.
  - c. Should an employee not return for two (2) years, he/she shall reimburse the Board for the full amount of salary paid during the sabbatical.
3. Sabbaticals may be granted for a period of one-half (1/2) year or one (1) full year, at one (1/2) the individual's salary.
4. Sabbaticals shall only be granted for advanced study in a formal degree program that directly relates to the supervisor's responsibility in the Kingsway Regional School District. Final approval for the sabbatical leave remains with the Board of Education. Said decision shall not be subject to the grievance procedure.
5. Application must be made by October 1 of the school year preceding the year for which the leave is requested.
6. Tentative approval shall be provided to the supervisor by December 1. Final approval depends upon passage of the school budget.

ARTICLE VIII

HEALTH INSURANCE

- A. The Board of Education shall provide basic health insurance, including health, dental and prescription, as per the current master policy. The Board of Education shall pay the entire premium for up to full family coverage, as appropriate, for each supervisor. Individuals hired after July 1, 1997 shall be enrolled in Personal Choice-10 for health insurance.

- B. The Board of Education shall contribute up to \$1,100.00 per year per administrator towards a disability insurance policy.**

## ARTICLE IX

### SUPERVISORY EMPLOYEE RIGHTS

A. Rights and Protection in Representation

Pursuant to Chapter 123, Public Laws of 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a fully elected 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 rights conferred by Chapter 123, Public Laws of 1974, or other laws of New Jersey or the Constitutions of New Jersey and the United States: That it shall not discriminate against any supervisor employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association; his participation in any activities of the Association; collective negotiations with the Board; or his institution of any grievance, complaint or proceedings under this Agreement, or otherwise with respect to any terms or conditions of employment.

B. Statutory Savings Clause

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

## ARTICLE X

### ASSOCIATION RIGHTS AND PRIVILEGES

A. Information

The Board agrees to make available, in the Board of Education Office, minutes of the regular and special meetings, a copy of the yearly audit, salary information for staff members and a copy of all policies of the Board. All the above-listed materials must remain in the Board Office. Each supervisor shall receive a copy of all policies of the Board.

B. Released Time for Meetings

Whenever any member of the Association 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 and/or benefits.

C. Use of School Buildings

Representatives of the Association 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.

D. Use of School Equipment

The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials, supplies and equipment incidental to such use.

E. Exclusive Rights

The rights and privileges of the Association and its members as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the supervisor employees, as defined in the unit, and to no other organization.

## ARTICLE XI

### MISCELLANEOUS PROVISIONS

A. Use of Automobile

All members of the Association who may be required to use their own automobile in the performance of their duties shall be reimbursed at the IRS rate per mile. The Board of Education shall maintain a secondary liability coverage policy, to protect employees in the authorized use of their automobiles in performance of their assigned duties.

The Board of Education shall supply a collision liability policy that will reimburse a supervisor up to \$500 for deductible coverage should an accident occur while the supervisor is using his/her automobile in the performance of his/her duties.

B. Deductions from Salary - Tax Sheltered Annuity

An employee may authorize the Board to make deductions for the purpose of tax sheltered annuities pursuant to the provisions of a group contract approved by the Board.

C. School Calendar

Input to the school calendar shall be solicited from representatives of the Association prior to the calendar being adopted by the Board of Education.

D. Personal Property Damage Reimbursement

The Board shall provide the Association with a pool of \$400 per year to reimburse employees for the reasonable cost of any clothing or other personal property damaged or destroyed while the employee is acting in the discharge of his/her duties. Any money not expended during a school year reverts to the Board of Education.

ARTICLE XII

DURATION OF AGREEMENT

A. This Agreement shall be in effect as of July 1, **2006** and shall remain in effect through June 30, **2009**, subject to the parties' rights to negotiate over a successor agreement.

B. IN WITNESS WHEREOF the Association has caused this Agreement to be signed by its President and Secretary, and the Board has caused this Agreement to be signed by its President, and attested by its Secretary.

FOR THE BOARD OF EDUCATION

FOR THE SUPERVISORS' ASSOCIATION

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SCHEDULE A**

<b>NAME</b>	<b>2006-2007</b>	<b>2007-2008</b>	<b>2008-2009</b>
<b>DEMAREST</b>	<b>\$100,320.00</b>	<b>\$104,834.00</b>	<b>\$109,551.00</b>
<b>CANONICA</b>	<b>\$100,320.00</b>	<b>\$104,834.00</b>	<b>\$109,551.00</b>
<b>GALLIERA</b>	<b>\$100,320.00</b>	<b>\$104,834.00</b>	<b>\$109,551.00</b>