

AGREEMENT

between

KEARNY BOARD OF EDUCATION

and

KEARNY SCHOOL ADMINISTRATORS ASSOCIATION

---

JULY 1, 2008 through JUNE 30, 2011

---

Prepared By  
Law Offices Of:

**GENOVA, BURNS & GIANTOMASI**  
494 Broad Street  
Newark, New Jersey 07102  
(973)533-0777

## TABLE OF CONTENTS

	<b>Page</b>
<u>ARTICLE 1 – RECOGNITION</u> .....	3
<u>ARTICLE II – NEGOTIATION PROCEDURE</u> .....	3
<u>ARTICLE III – GRIEVANCE PROCEDURE</u> .....	4
<u>ARTICLE IV – ADMINISTRATORS RIGHTS</u> .....	7
<u>ARTICLE V – ASSOCIATION RIGHTS AND PRIVILEGES</u> .....	8
<u>ARTICLE VI – SALARIES</u> .....	9
<u>ARTICLE VII – EVALUATION</u> .....	9
<u>ARTICLE VIII – SICK LEAVE</u> .....	10
<u>ARTICLE IX – TEMPORARY LEAVES OF ABSENCE</u> .....	12
<u>ARTICLE X – EXTENDED LEAVES OF ABSENCE</u> .....	14
<u>ARTICLE XI – PROFESSIONAL DEVELOPMENT &amp; EDUCATIONAL IMPROVEMENT</u> .....	16
<u>ARTICLE XII – PROTECTION OF ADMINISTRATORS PROPERTY</u> .....	17
<u>ARTICLE XIII – INSURANCE PROTECTION</u> .....	18
<u>ARTICLE XIV – PERSONAL AND ACADEMIC FREEDOM</u> .....	20
<u>ARTICLE XV – DEDUCTION FROM SALARY</u> .....	20
<u>ARTICLE XVI – FAIR DISMISSAL POLICY</u> .....	21
<u>ARTICLE XVII – MISCELLANEOUS PROVISIONS</u> .....	21
<u>ARTICLE XVIII – LONGEVITY</u> .....	22
<u>ARTICLE XIX – DOCTORATE DIFFERENTIAL</u> .....	23
<u>ARTICLE XX</u> .....	23
<u>ARTICLE XXI – DURATION OF AGREEMENT</u> .....	23

PREAMBLE

THIS AGREEMENT ENTERED INTO AS OF THIS 1<sup>ST</sup> DAY OF  
JULY 2008, BY AND BETWEEN THE BOARD OF  
EDUCATION OF THE TOWN OF KEARNY, NEW JERSEY  
(hereinafter called the "BOARD") AND THE  
KEARNY SCHOOL ADMINISTRATORS 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 department heads 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 1 – RECOGNITION

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

Principals  
Vice Principals  
Director of Special Services  
Director of Federal/State Programs  
Director of Curriculum/Testing K-8  
Director of Athletics  
Director of Guidance  
Director of Technology  
Supervisor of Occupational Ed/Technology

## 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 administrators' 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 administrators, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board and ratified by the Association.

B. During negotiation, 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. The Board will furnish copies of minutes of negotiating meetings.

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 committees 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.

D.2 Each party shall submit to the other, at least five (5) weekdays prior to the meeting, an agenda covering matters they wish to discuss.

D.3 All meetings between the parties shall be regularly scheduled, whenever possible, to take place when the administrators involved are free from assigned instructional responsibilities, unless

otherwise agreed.

D.4 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 and ratified by the Association.

E. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any administrators 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 an administrator or a group of administrators.

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 Administrators’ 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 administrator’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 administrators. 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 administrator 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. 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.

#### 2. Level One

A building administrator with a grievance shall first discuss it with his/her Principal either directly or through the Association's designated representative (maximum of two) or one of his own choosing, with the objective of resolving the matter informally. District administrative personnel and Principals will file grievances directly to Level Two.

#### 3. 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 to the principal. 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 principal, if applicable.

#### 4. 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 the Chairman of the Professional Rights & Responsibility Committee.

(b) If the Association Committee determines that the grievance has or may have merit, it shall recommend to the Superintendent that the grievance be heard by the Board of Education.

(c) 1. If the Association Committee determines that the grievance is without merit, it will so advise the aggrieved person and a copy of its finding shall be sent to the Superintendent and his/her principal, if applicable.

2. If the Association Committee determines that the grievance is

without merit, the aggrieved may request, within 15 school days, a review by the Board of Education. The request shall be submitted in writing, through the Superintendent of Schools, who shall attach all related papers and present the request to the Board of Education. The Board of a Committee thereof shall review the grievance, hold a hearing with the aggrieved person if requested, and render a decision, in writing, within twenty (20) school days. The aggrieved person shall be entitled to representation of his choice at such a hearing.

(d) If the facts are the same in multiple cases, the Board may deny the granting of a hearing if it has already denied the grievance once.

#### 5. Level Four

(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 Committee submit the grievance to Advisory Arbitration. The Board and the Association Committee shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the New Jersey State Board of Mediation by either party. The parties shall then be bound by the rules and procedures of the New Jersey State Board of Mediation in the selection of an arbitrator.

(b) The arbitrator so selected shall confer with the representatives of the Board and the Association Committee 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 ADMINISTRATORS TO REPRESENTATION

1. Any individual covered under this contract may be represented at all stages of the grievance procedure by him, or, at his option, by a representative he chooses or by a representative selected or approved by the Association. When an administrator 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 any 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 administrators, 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 5b 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.

6. An aggrieved employee shall institute action under the provisions hereof, within thirty (30) calendar days of the occurrence complained of, or within thirty calendar (30) 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.

ARTICLE IV – ADMINISTRATORS 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 administrator in the enjoyment of any 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 administrator 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 administrator such rights as he may have under New Jersey School Laws or other applicable laws and regulations.

The rights granted to administrators hereunder shall be deemed to be in addition to those provided elsewhere in this contract.

C. No administrator 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 administrator 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 administrator 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 an administrator 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 administrator 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 administrators, 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 administrator 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, PSA 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 administrators, and to no other organizations.

#### ARTICLE VI – SALARIES

A. The salaries of all administrators covered by this Agreement are set forth in Schedule A which is attached hereto and made a part hereof.

B. 1. Administrators, contractually employed on a twelve-month basis shall be paid in 52 weekly installments.

2. Effective July 1, 2009, all new members of the bargaining unit shall be paid on a bimonthly basis. Once more than 50% of the bargaining unit is paid on a bimonthly basis, all bargaining unit members shall be paid on a bimonthly basis.

3. When a payday falls on or during a school holiday, vacation or weekend, an administrator shall receive their paychecks on the last previous working day.

4. All administrators' checks to be issued in an envelope.

#### ARTICLE VII – EVALUATION

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

B. 1. An administrator 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. An administrator shall be entitled to have a representative of the Association accompanying him during such review. At least once every three (3) years, an administrator 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 an administrator's conduct, service, character or personality shall be placed in his personnel file unless the administrator has had an opportunity to review the material. The administrator 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 administrator 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 an administrator made to the Office of the Superintendent which are used in any manner in evaluating an administrator, shall be called to the attention of the administrator. The administrator 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 an administrator shall be preceded by a notice of at least three (3) school days. Such conferences shall be conducted only on school days or evenings.

#### ARTICLE VIII – SICK LEAVE

A. An administrator is 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 an administrator 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. An administrator 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 an administrator'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 administrator 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) An administrator is rendering consecutive service as long as he/she 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) An administrator who leaves the system shall lose his benefits under the cumulative sick leave plan. The sick leave allowance is established to protect administrators during illness while in service. When an administrator 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 an administrator'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 administrators 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 administrator is absent more than four (4) consecutive days.

8. (a) All administrators in the bargaining unit as of August 21, 2002 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 administrators employed in the bargaining unit after August 21, 2002, will not be eligible for said termination leave benefit.

(c) An administrator who elects to leave the district after a minimum of 20 years 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 a 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 – 449 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 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 (b).

(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 an administrator's employment in District only when termination leave monies are paid to that administrator.

C. 1. The Association and the Board agree that for every year of the Agreement, administrators shall receive the following one-time bonus for sick leave usage:

Used 0 days -	\$635.00
Used 1 day -	\$582.00
Used 2 days -	\$529.00
Used 3 days -	\$476.00
Used 3 or more days -	will not receive a check

2. All above rules and regulations will be in effect in the ensuing years. In no event in any year shall an administrator be eligible for any incentive bonus if more than three sick days are used. The above sick leave bonuses shall be payable in July 2009, July 2010 or July 2011 as the case may be.

#### ARTICLE IX – TEMPORARY LEAVES OF ABSENCE

A. As of the beginning of the 1996-1997 school year, administrators 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 administrator'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.

2. 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

1. It has been agreed upon by the Board of Education and the Kearny Administrators 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:

Number of Days Used	0 Days	1 Day	2 Days
2008/09	\$250.00	\$190.00	\$125.00
2009/10	\$250.00	\$190.00	\$125.00
2010/11	\$250.00	\$190.00	\$125.00

Notwithstanding anything to the contrary contained herein, an administrator shall be entitled to accumulate three (3) personal days in any year and convert them into sick days. However, if this conversion is done, they shall not be eligible for the unused personal day compensation as above set forth.

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 administrator's employment or with the school system. Other legal proceedings which require an administrator's absence shall be decided by the Superintendent of Schools.

4. In case of death in the immediate family, an administrator 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 on (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.

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, an administrator 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

administrator'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 administrator is entitled.

C. VACATION DAYS

1. Administrators must use at least fifteen (15) days of their vacation days during the summer, commencing July 1, 1994 and terminating June 30, 1996. The other seven (7) days may be used during the school year.

2. A maximum of only three (3) days can be carried over from one year to the next, and same is subject to the approval and sole discretion of the Superintendent.

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.

D. ADDITIONAL WORK DAYS

1. Effective July 1, 1996 to June 30, 1997, the last day of school before Thanksgiving Day recess shall be a one session, one-half day of school.

2. Effective July 1, 1995 administrators shall not be required to report to school when schools are closed because of inclement weather or when schools are closed because of no use of these said days.

3. Effective July 1, 2009, Administrators shall work one (1) day during the school year (i.e. between the first day of school in September and the last day of school in June) when schools are closed, but office staff is working. A schedule shall be agreed upon by the Administrators and presented to the Superintendent for approval to ensure coverage for each school day during the school year. An Administrator may utilize a vacation day in lieu of working the one (1) day, but at least 1 Administrator must work each day in order for vacation to be taken by any Administrator.

ARTICLE X – EXTENDED LEAVES OF ABSENCE

A. The Board agrees that up to two (2) administrators 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 administrator who joins the Peace Corps, VISTA, or serves as an exchange administrator or overseas administrator and is a full-time participant in either of such programs.

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

A tenured administrator may request a maternity leave without pay. An administrator may continue in her position as long as she can fulfill her duties as an administrator prior to the anticipated date of the birth of the child, except in cases of stillbirth, in which case the administrator 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, an administrator may return at an earlier date than provided herewith.

Any tenured administrator 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 requirements 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 administrator'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 an administrator 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, an administrator 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. An administrator 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 an administrator 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.

a. 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 XI – PROFESSIONAL DEVELOPMENT & EDUCATIONAL IMPROVEMENT

A. In our rapidly changing society, administrators 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 administrators performance and attitudes. The Association also recognizes its responsibility to encourage the administrators 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 1994 – 1995 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 an administrator is required to take except those courses which an administrator may be required to take to achieve a standard teaching certificate.

2. Requests from administrators 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. Requests for equivalency credits shall be granted in accordance with the Guide for Determining Equivalency Credits adopted September 1, 1949 and revised on March 10, 1988. See Schedule K Equivalency Program.

C. Effective July 1, 2002, the two (2) conference days shall be held on regular school days. The first conference day will occur in the Fall. The normal administrator's 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. Administrator's expense accounts shall be instituted as scheduled below:

High School Principal	\$1,300.00
Elementary School Principal	\$1,150.00
Junior School Principal	\$1,150.00
Vice Principal Jr. School	\$1,050.00
Vice Principal High School	\$1,050.00
Director of Special Services	\$1,050.00
Director Federal/State Funds	\$1,050.00
Director of Curriculum/ Testing K-8	\$1,050.00
Director of Athletics	\$1,050.00

Director of Guidance	\$1,050.00
Director of Technology	\$1,050.00

E. Administrators who may be required to use their own automobile in the performance of their duties shall be reimbursed at the rate of the New Jersey State employee Reimbursement Mile Plan.

F. Whenever an administrator is required to attend a school related dinner or special event which requires the purchase of a ticket, the administrator will be entitled to submit a voucher to the Board and will be reimbursed the cost of the ticket.

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

1. All administrators 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 Kearny.
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 XII – PROTECTION OF ADMINISTRATORS PROPERTY

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

B. An administrator 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 an administrator 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 administrator.

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

2. When an absence arises out of or from such assault or injury, the

administrator 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 administrator when absence arises out of or from assault or injury.

E. 1. Administrators 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 administrator 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 administrator, the police and the courts.

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

G. The Board shall reimburse administrators for any loss, damage or destruction of clothing or personal property of the administrator 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 administrator's own negligence.

H. The Board shall reimburse an administrator 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 XIII – INSURANCE PROTECTION

A. 1. The Board will provide health benefits through either Traditional Plan or Open Access Point-of-Service Plan (currently Horizon Direct Access). Benefits provided shall be equal to or better than the plan referred to above. The Board will continue to pay the full premium for each Administrator, and increases where appropriate, for family-plan insurance coverage.

2. Effective February 18, 2009, all new hires shall be required to enroll in the Open Access Point-of-Service Plan for the first two years of employment. During the first open enrollment of their third year, they may enter into the Traditional Plan should they choose.

3. Effective July 1, 2009, a member may waive health benefits as long as the member provides proof of other insurance. The amount of the waiver shall be based upon the coverage previously received by the employee. By waiving health benefits, an employee 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 administrator 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 in behalf of the administrator shall be made retroactively or prospectively to assure uninterrupted participation and coverage. In the event an administrator's insurance coverage cannot be obtained due to missing the annual enrollment period, the administrator may obtain personal coverage for health care insurance and said administrator shall be reimbursed for the cost of same, but such cost shall not exceed the amount the Board would have been required to pay if said administrator had been enrolled in the group policy. If, however, the administrator 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. Effective July 1, 2008, and for the duration of the 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 administrator 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 XIV – PERSONAL AND ACADEMIC FREEDOM

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

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

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

## ARTICLE XV – DEDUCTION FROM SALARY

A. 1. The Board agrees to deduct from the salaries of its administrators dues for the Kearny Administrators Association, the Hudson County Education Association, the New Jersey Education Association, the National Education Association of Secondary and Elementary Principals, or any one or any combination of such Associations as said administrators 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 15<sup>th</sup> 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. Administrator 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 agreed to deduct from administrators' salaries money for local, state and/or national association services and programs as said administrators 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 administrators 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 XVI – FAIR DISMISSAL POLICY

A. Administrators shall be notified of their contract and salary status for the ensuing year no later than April 30<sup>th</sup>.

#### ARTICLE XVII – 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 given them full force and effect as Board policy.

B. If any provisions 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 administrator, 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 administrators 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. Copies of this Agreement shall be mimeographed at the expense of the Board, until such time as same is finalized, at which time the Association shall have copies of this Agreement printed and distributed to all administrators now employed, or hereafter employed.

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 address.

1. If by Association, to Board at 100 Davis Avenue, 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 administrators 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.

#### ARTICLE XVIII – LONGEVITY

(a) Service in Kearny only:

	<b>2008- 2009</b>	<b>2009- 2010</b>	<b>2010- 2011</b>
<i>At the beginning of the:</i>			
16th Year	4,950	5,050	5,150
21st Year	5,380	5,480	5,580
26th Year	6,025	6,125	6,225
31st Year	6,400	6,500	6,600

(b) In addition to the longevity payments to be made under Article XVIII (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 an Administrator employed by the Kearny Board of Education:

	<b>2008- 2009</b>	<b>2009- 2010</b>	<b>2010- 2011</b>
<i>At the beginning of the:</i>			
5th year through 9th year	3,000	3,250	3,500
10th year through 14th year	4,000	4,250	4,500
15th year through 19th year	5,000	5,250	5,500
20th year through 24th year	6,000	6,250	6,500
25th year or greater	7,000	7,250	7,500



ARTICLE XIX – DOCTORATE DIFFERENTIAL

(a) Effective July 1, 1996, the doctorate differential shall be the sum of \$1,500.00 per year, per qualified member.

ARTICLE XX – EQUIVALENCY CREDITS

Administrators will be able to accumulate Equivalency Credits in the same manner as members of the KEA.

ARTICLE XXI – DURATION OF AGREEMENT

A. The collective bargaining agreement between the Board and the Association shall be for a period commencing July 1, 2008 and terminating June 30, 2011.

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 SCHOOL ADMINISTRATORS  
ASSOCIATION

By \_\_\_\_\_

Dated:

**KEARNY SCHOOL ADMINISTRATORS ASSOCIATION**  
**SALARY GUIDE**

	STEP	2008-2009	2009-2010	2010-2011
<i>Principal, High School</i>	1	135,127	139,519	144,402
	2	137,709	142,184	147,161
	3	140,290	144,849	149,919
<i>Principal, Junior School</i>	1	128,403	132,576	137,216
	2	130,984	135,241	139,974
	3	133,565	137,906	142,733
<i>Principal, Elementary</i>	1	123,112	127,113	131,562
	2	125,693	129,778	134,321
	3	128,275	132,444	137,079
<i>Directors -- Special Services, State/Federal Funds and Curriculum/Testing K-8</i>	1	122,840	126,832	131,271
	2	125,421	129,497	134,029
	3	128,002	132,162	136,788
<i>Vice Principal, High School</i>	1	113,675	117,370	121,478
	2	116,256	120,035	124,236
	3	118,838	122,700	126,994
<i>Vice Principal, Junior School</i>	1	109,497	113,055	117,012
	2	112,078	115,720	119,771
	3	114,659	118,386	122,529
<i>Directors -- Guidance and Technology</i>	1	108,501	112,028	115,949
	2	111,083	114,693	118,707
	3	113,664	117,358	121,465