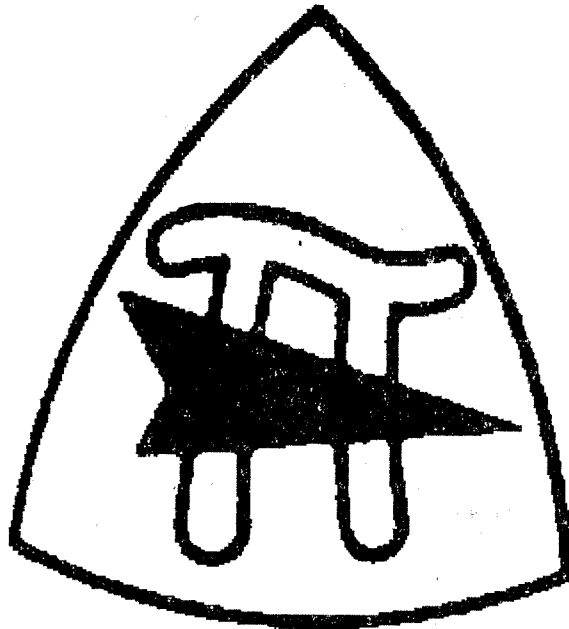


AGREEMENT

between

**The Kearny Board of Education
and
The Kearny Education Association**



Covering the period
July 1, 2002
to
June 30, 2005

Adopted by the Kearny Board of Education
100 Davis Avenue, Kearny, N.J.
April 2003



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PREAMBLE

This Agreement entered into this 1st day of July, 2002 by and between the Board of Education of the Town of Kearny, New Jersey, hereinafter called the "Board" and the Kearny Education 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 teaching service, and

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

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

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

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

ARTICLE I RECOGNITION

A.—The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all certified personnel whether under contract, on leave, currently employed or to be employed by the Board, including classroom teachers; teachers of special subjects; school nurses; research teachers; learning disability specialist; school psychologist, guidance counselors, media specialists; special education teachers; school social workers; but excluding superintendent of schools, assistant superintendent, business administrator, supervisors, principals, department heads, all custodial personnel, clerical personnel, maintenance personnel, drivers and groundskeepers.

B. —Unless otherwise indicated, the term "teachers", when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiation unit as above, defined, and references to male teachers shall include female teachers.

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 teachers' 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 teachers, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

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

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

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

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

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.

E. — Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any teacher 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. — The Board of Education agrees that the procedure of having a Teacher-Administration Committee to recommend State and/or Federal programs is desirable. This Committee shall report to the Superintendent any mutual recommendations for the use of any funds that become available.

All existing State and/or Federal programs will stay in effect as long as the Board sees fit. Completely new programs may be reviewed by the Committee and recommendations shall be made to the Superintendent.

Recommendations for the utilization of funds for completely new programs will come from the Committee. The Board will not be bound by these recommendations but will review such recommendations.

Whenever State and/or Federal funds, over and above the anticipated amount is available, the Committee shall be assembled to make recommendations to the Superintendent.

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

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

ARTICLE III
GRIEVANCE PROCEDURE

A. — DEFINITIONS

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

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 "PR&R Committee" shall refer to the Professional Rights and Responsibilities Committee of the Kearny Education 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-tenured employee, providing, however, that said employee is notified of the reasons for refusal to renew upon teacher'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 teachers. 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 teacher 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.

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

2. Level One

A teacher with a grievance shall first discuss it with his principal or immediate superior, either directly or through the Association's designated representatives (maximum of two), or one of his own choosing, with the objective of resolving the matter informally.

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 and/or immediate superior. 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 and/or immediate superior.

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, he 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. The PR&R Committee shall determine whether or not the grievance is meritorious. The Committee shall submit its decision with fifteen (15) school days after receipt of a request for the aggrieved person upon teacher's request.

(b) If the PR&R 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 PR&R Committee determines that the grievance is without merit, it will so advise the aggrieved person and a copy of its findings shall be sent to the Superintendent and principal.

2. If the PR&R 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, or 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 PR&R Committee submit the grievance to Advisory Arbitration. The Board and the PR&R 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 N.J.S.B.M. in the selection of an arbitrator.

(b) The arbitrator so selected shall confer with the representatives of the Board and the PR&R 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 TEACHERS TO REPRESENTATION

1. Any individual covered under this contract may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative he chooses or by a representative selected or approved by the Association. When a teacher 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 PR&R Committee or any other participant in the grievance procedure by reason of such participation.

E . — MISCELLANEOUS

1. If, in the judgment of the PR&R Committee, a grievance has an imminent affect upon a group or class of teachers, the PR&R Committee may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. The PR&R 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 the 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 5 (b) of this Article.

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

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

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

ARTICLE IV
TEACHER 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 teacher 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 teacher 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 teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere in this contract.

C. — No teacher 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 teacher 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 teacher in his office, position or employment or the salary or any increments pertaining thereto, than he shall be given prior written notice of the reasons for such meeting or interview, and he shall be entitled to have a representative of the Association and/or affiliates present to advise him and represent him during such meeting or interview. Any suspension of a teacher 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 money owed will be paid retroactively.

E. — No teacher 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 teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint. However, any information regarding a student or students may be secured only with the written permission of the Superintendent of Schools.

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

C. — Representatives of the Association, the New Jersey Education Association, and the National Education 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 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 mail 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 Board recognizes the right of the Association to participate in the programs for new teachers. The Association is obligated to assume only such costs as may be mutually agreed upon during the planning of such programs. To the extent prohibited by law, the school board shall not be expected to assume the cost of purely social events conducted as part of such orientation programs, nor shall the Association be expected to assume the cost of speakers, consultants, and services normally considered an appropriate professional in-service training activity of a board of education.

H. — 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 teachers, and to no other organizations.

I. — The Association President may be exempt from help period for the purpose of conducting Association business upon notification to the building principal. In addition, the Association President will be given additional release time to conduct Association business equal to the contractual preparation time appropriate to his/her grade level assignment whenever possible. But said release time will not be less than one period a day. Whenever possible, this release time will be scheduled during the last period of the day.

ARTICLE VI*
SCHOOL CALENDAR

A. — The school calendar for 2002-2003, 2003-2004 & 2004-2005 shall be set forth in Schedule H. There shall be no deviation or change in the school calendar except by mutual agreement of the Board of Education and the Association.

B. — The calendar shall be arrived at by virtue of agreement between the Kearny Education Association and the Superintendent. In the event of an impasse by April 1st, either party may appeal to the Board of Education who will make the final decision.

C. — The Association agreed to change Friday of the first week of school from a half day for students to a full day for students. [September 2000 and September 2001]

* See Article XXXIV

ARTICLE VII

TEACHING HOURS AND TEACHING LOAD

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

2. The total in-school workday shall consist of not more than seven (7) hours and five (5) minutes which shall include a duty-free lunch period as guaranteed to teachers under Section C of this Article.

3. (a) Except as clarified in paragraph 4 below, all teachers working in the High School shall be required to report for duty at 8:15 a.m. All teachers working in the elementary schools shall be required to report for duty at 8:40 a.m. No teacher shall be permitted to leave earlier than 30 minutes after the close of the pupils' school day. On Fridays or on days preceding holidays or vacations, the teachers' day shall end at the close of the pupils' day. The exception is that during June and September, when the pupils are on a shortened day, the teachers shall leave at 2:30 p.m. in the High School and at 3:15 p.m. in the elementary schools.

(b) A directive will be developed between the Central Office Administration and the Association to allow individual school principals, upon request of the teacher, the option to schedule help period either 30 minutes prior to the beginning of the students' day or the 30 minutes following the end of the student's day, on days when help period is contractually scheduled. This directive will be developed no later than June 30, 2000.

4. Any teacher who is required to work beyond the regular teacher in-school work year as defined in Article VI, or beyond his total in-school workday as defined in paragraphs 2 and 3 above, shall be compensated in accordance with the findings of a joint committee composed of two members from each of the parties which shall set up a method of compensation in money, time or equivalency. The committee must report its findings within ninety (90) days after the adoption of this Agreement, at which time the Board will accept or reject the findings.

B. — 1. The weekly teaching load in grades 9 through 12 shall be thirty (30) teaching periods and shall not exceed twenty-six (26) hours and twenty-five minutes (26 hrs. and 25/60 M) of pupil contact per week. Assignments to a supervised study period shall be considered a teaching period for the purpose of this Article.

2. The weekly teaching load in the junior school shall not exceed thirty-eight (38) teaching periods or twenty-two (22) hours and ten (10) minutes, excluding home room and help period. Homeroom shall be twenty (20) minutes per day and help period not to exceed an additional thirty (30) minutes.

3. The daily teaching load in the elementary schools shall not exceed six (6) hours of pupil contact which includes five (5) hours ten (10) minutes teaching time and fifty (50) minutes of extra pupil contact. (Thirty (30) minutes help period, plus ten (10) minutes prior to school in A.M. and ten (10) minutes prior to school day in P.M.)

4. A student instruction-supervision period means any period during which a teacher is responsible for directing the learning or supervising the behavior of students.

5. (a) High school teachers shall not be required to teach more than two (2) subject areas, nor more than a total of three (3) teaching preparations at any one time.

(b) Junior school teachers shall not be required to teach in more than three (3) major subject areas.

6. Regular classroom teachers in the high school shall not be required to change subject area teaching stations more than three (3) times during the school day, only one of which may be a floor change, except where scheduling does not permit.

C. — 1. Teachers shall have a daily duty-free lunch period of at least the following lengths: (except for special assignment relating to safety of pupils to be assigned on a rotating basis not to exceed ten (10) minutes):

- a. Elementary School—forty-five (45) minutes
- b. Junior High School—forty-five (45) minutes
- c. High School—forty-five (45) minutes

2. Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods.

D. — 1. Teachers may be required to remain after the end of the pupil day for the purpose of attending twenty-four (24) building faculty meetings per year. Such meetings shall begin, when possible, no later than ten (10) minutes after the student dismissal time and shall run for no more than twenty-five (25) minutes. This does include departmental meetings.

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

3. An Association representative may speak to the teachers at any meeting referred to in paragraph 1 above for at least five (5) minutes on the request of the representative, the time to be determined by the principal. One school day's notice must be given to the principal.

4. The notice of any meetings shall be given to the teachers involved at least three (3) days prior to the meeting, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.

5. Curriculum meetings per se would not be governed by Section D1 to D4 inclusive. The following are the guidelines upon which curriculum meetings will be governed:

(a) Minimum of one week's notification to teachers scheduled to attend.

(b) Curriculum meetings will commence immediately following the conclusion of the students' scheduled day.

(c) Curriculum meetings will not go beyond 4:00 P.M. in the elementary or junior schools nor beyond 3:30 P.M. in the high school.

E. — 1. Classroom teachers shall, in addition to their lunch period, have preparation time during which they shall not be assigned to any other duties as follows:

(a) All teachers in grades 1 to 6 are guaranteed 180 minutes per week in preparation time (To wit: 4 days, of 30 minutes each and one day of 60 minutes each). Scheduling of the special teachers and the preparation time will be handled by the Central Administration and the Building Principal.

(b) Junior School—Minimum five (5) periods per week.

(c) High School—Minimum one (1) period per day.

(d) All Kindergarten teachers will be guaranteed a minimum of 175 minutes per week.

(e) Other members of the bargaining unit who are not regular classroom teachers shall be provided with preparation time to the same extent as other teachers.

F. — Zero/Ninth Period

If the Superintendent determines the need for a zero or ninth period, teachers will be given the opportunity to volunteer to work the zero and/or ninth period. No teacher shall be assigned a zero or ninth period without his/her consent. Zero period will be scheduled to begin at 7:44 a.m. and end at 8:27 a.m., Ninth period will begin at 2:37 p.m. and end at 3:20 p.m.

In determining the selection of the teacher to work zero or ninth period the Superintendent shall use following criteria: seniority; satisfactory evaluations; rotation of the assignment based on seniority and comparable skills. Contracted Kearny teachers shall be given the right of first refusal in filling these positions. If no contacted Kearny teacher volunteers the district may hire a non-contracted teacher provided said teacher is properly certified.

Payment for working beyond the contracted day (zero or ninth period) will be at the rate of:

- a. For a full year course:
At the curriculum writing rate times 180.
- b. For a 1/2 year course:
At the curriculum writing rate times 90.

Said payment to be annualized as part of the teacher's annual salary and included in his/her salary for pension purposes provided it comports with New Jersey State Law.

It is understood and agreed that any fluctuation in the teacher's annual reported salary caused by payment or non-payment of said money shall not be deemed a violation of New Jersey State Law.

G. — Exceptions to the provisions of Sections A, B, C, D, and E above, may be made only in cases of extreme emergency. The Association shall be notified of the reasons for such emergency in writing in each such instance, in advance, if possible. A disagreement over whether an exception is justified shall be subject to the grievance procedure and shall be initiated at Level Two thereof.

ARTICLE VIII*
CLASS SIZE

The goal for the 1982-83 and 1983-84 school years shall be an average number of pupils per teacher as follows:

1. ELEMENTARY SCHOOLS	Average
Kindergarten	25
First Grade	20
Second and Third Grade	25
Fourth Grade through Sixth Grade	25
Seventh and Eighth Grades	25
Reading Classes	
2. HIGH SCHOOL (per period)	Average
Regular academic classes	25
Typing	30
Drafting	20
Shops	15
Music	25
Art	25
Physical Education	35
Other	25
General Specials	15

3. SPECIAL EDUCATION

Will initiate and abandon special education classes as needed.

4. Goal for any class based on the average per teacher limits stated in paragraphs 1, 2, and 3 above shall be reduced when the number of pupils assigned to any room is larger than:

(a) The capacity of teaching facilities, number of adequate teaching stations and number of adequate pupil stations available in the room.

(b) The appropriateness of the room to content of the course, the methods of instruction to be employed, and the prior preparation of teachers therefore.

(c) The availability of equipment for adequate teacher demonstration and student use.

(d) Any other conditions which affect the health, safety and supervision of the pupils.

* See Article XXXIV

ARTICLE IX*
SPECIALISTS

A. — The Board and the Association recognize the fact that an adequate number of competent specialists is essential to the operation of an effective educational program. Accordingly, at the beginning of the 1982-83 & 1983-84 school years, there shall be no less than the following number of qualified specialists in each of the listed categories:

1. ELEMENTARY SCHOOLS (1-6)

Nurses—1 per building (plus sub. nurse to cover Dental & Eye Clinics)
Music Teachers—visits of approximately thirty (30) minutes once a week
Speech Teachers—two (2)
Physical Education Teachers—eight (8) twice a week
Child Study Team—as defined by the State
Media Specialist—two (2)
Reading Teachers—six (6)

2. JUNIOR SCHOOLS (7-8)

Guidance Counselors—two (2)
Media Specialist—(included in elementary requests above)
Nurses—present number sufficient

3. HIGH SCHOOL

Guidance Counselors—six (6)
Reading Teacher—one (1)
Media Specialist—two (2)
Nurse—two (2)

4. PUPIL SERVICES PERSONNEL

(K-12) All Schools
Attendance Officers—one (1)
Consulting Psychiatrist—one (1)
Research Teachers—two (2)
Medical Personnel—Chief Medical Inspector, Assistant Medical Inspector,
Dentist and Eye Physician.

* See Article XXXIV

B. — Child Study Team as defined by the State.

C. — The number of specialists presently employed in categories listed above shall not be reduced during the terms of this Agreement.

D.— 1. A Joint Staffing Needs Study Committee (consisting of three members appointed by the Superintendent and three members appointed by the Association, plus the Superintendent) shall be reappointed no later than April 1985. Said committee shall consider the size of the staff necessary for the Kearny Public Schools in various special categories to be considered and implemented within a period of time agreeable to both parties with no less than the number in existence up to the time of this Agreement, but if possible, as many as the number that is recommended provided they are available.

2. The report of the Staffing Needs Study Committee shall be presented to the Board prior to the next negotiation as the joint recommendation of the Association and the Superintendent with regard to the number of specialists necessary to meet the educational requirements of the Kearny Public Schools.

* See Article XXXIV

ARTICLE X

NON-TEACHING DUTIES

A. — The Board and Association acknowledge that a teacher's primary responsibility is to teach and that his energies should, to the extent possible, be utilized to this end. Therefore, they agree as follows:

1. Activities which have no educational objective shall be barred from the classroom.

2. Activities and charitable purposes not appropriate or directly related to the age and interests of the pupils are prohibited.

3. Activities and charitable purposes beyond the ability to pay of the least able pupil in the class shall be prohibited.

4. Teachers shall not be required to drive students to activities which take place away from the school building. A teacher may do so voluntarily, however, with the advance approval of his principal or immediate supervisor.

B. — The Board shall arrange for and maintain appropriate insurance to cover all damages, losses, and expenses incurred by a teacher against whom any action shall be brought for any act or omission arising out of the authorized use of his own automobile in the performance of school duties.

ARTICLE XI

TEACHER EMPLOYMENT

A. — The Board agrees to hire only fully certified teachers holding standard certificates issued by the New Jersey State Board of Examiners for every regular teaching assignment, except in cases where emergency certificated personnel are required.

B. — 1. Each teacher shall be placed on his proper step of the salary schedule as of the beginning of the 2002-2003 school year in accordance with paragraph 2 below. Any teacher who has completed a full half year (beginning of school year until January 31st or from February 1st to the end of the school year) will receive credit for a full year of teaching on the salary guide.

2. Full credit up to a maximum of ten (10) years shall be given for previous teaching experience in a duly accredited school upon initial employment in accordance with provisions of Schedules A through G. The Board may grant credit up to 15 years for administrators or teachers if it so desires. This credit will be based on the number of full years of service while covered with a standard teaching certificate. Additional credit not to exceed three (3) years for military experience or two (2) years alternate civilian service acceptable to the Selective Service System in lieu of military service. Credit not to exceed two (2) years for Peace Corps, Vista or National Teacher Corps work and time spent on a Fullbright Scholarship shall be given upon initial employment.

C. — Teachers with previous teaching experience in the Kearny School District shall, upon returning to the system, receive full credit on the salary schedule for all outside teaching experience, military experience or alternative civilian service acceptable to the Selective Service System, in lieu of military service, such as the Peace Corps, Vista or National Teaching Training Corps work and time spent on a Fullbright Scholarship up to the maximum set forth in Section B above. Such teachers who have not been engaged in other teaching or the other activities indicated above shall upon returning to the system be restored to the proper position on the salary schedule above that at which they left.

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

ARTICLE XII

SALARIES

A. — The salaries of all teachers covered by this Agreement are set forth in Schedules A through G which are attached hereto and made a part thereof.

B. — 1. Teachers contractually employed on a twelve month basis shall be paid in 52 weekly installments.

2. (a) Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.

(b) Salaries shall be modified to allow the teachers to be paid on a 12-month basis instead of a 10-month basis as is currently done. To change from 10 to 12 months shall be done at the teacher's option by sending written notice of such request to the "Board". To obtain a 12-month pay schedule written notice must be given by the teacher to the "Board" prior to May 1st in each year of the Contract and it is the responsibility of the teacher to obtain written acknowledgment from the "Board" that it has received notice of the exercise of the teacher's option to be paid in 12 months. If written notice and acknowledgment of the exercise of the option is not given on or before May 1st in each school year, the teacher's option for that school year shall be waived. If the teacher exercises the option to receive 12 month payment, the 1st paycheck shall be received in September of the school year. Those employees participating in this plan will actually receive their four (4) checks, representing July 15th, July 30th, August 15th and August 30th on the final workday of the school year. All summer checks will be released no later than June 30th (For the purposes of clarification when a teacher goes from 10 to 12 months his paycheck will be decreased by approximately 16.7%).

(c) In the event school is closed on a payroll day due to inclement weather payments and transfers will be distributed on the first day school is open after such closure but no later than two (2) work days after the event of the closure.

3. When a pay day falls on or during a school holiday, vacation or weekend, teachers shall receive their pay checks on the last previous working day.

4. Teachers shall receive their final checks and the pay schedule for the following year on the last working day in June.

5. All teachers' checks are to be issued in an envelope.

ARTICLE XIII*

TEACHER ASSIGNMENT

A. — 1. All teachers shall be given written notice of their salary schedules, class and/or subject assignments, building assignments and room assignments for the forthcoming year not later than June 1, except in emergencies.

2. The Superintendent shall assign all newly appointed personnel to their specific positions within that subject area and/or grade level for which the Board has appointed the teacher. The Superintendent shall give notice of assignments to new teachers by August 1, or as soon as practicable in cases of emergency.

3. In the event that changes in such schedules, class and/or subject assignments, building assignments, or room assignments are proposed after June 1, the teacher affected shall be notified promptly in writing.

B. — In order to assure that pupils are taught by teachers working within their areas of competence, teachers shall not be assigned outside the scope of their teaching certificates and/or their major or minor fields of study except as permitted by state law.

C. — 1. Schedules of teachers who are assigned to more than one school shall be arranged so that no such teacher shall be required to engage in an unreasonable amount of inter-school travel. Such teachers shall be notified of any changes in their schedules as soon as practicable.

2. Teachers who may be required to use their own automobile in the performance of their duties and teachers who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the New Jersey State Employees' travel reimbursement rate per mile.

* See Article XXXIV

ARTICLE XIV*

VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. — 1. No later than May 15 of each school year, the Superintendent shall deliver to the Association and post in all school buildings, a list of the known vacancies which shall occur during the following school year. All applicants resulting from this notice shall be given due consideration.

2. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent not later than May 30. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he desires to be transferred, in order of preference. A copy of the letter should be sent to the Principal in the present building and the Principal in the building to which a teacher desires a transfer.

3. When available, the Superintendent shall give to the principal for posting an organization sheet showing the names of all teachers who have been reassigned or transferred and the nature of such reassignment or transfer.

B. — In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual teacher shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system and no such request shall be denied arbitrarily, capriciously, or without basis in fact.

* See Article XXXIV

ARTICLE XV*

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

A. — Notice of any involuntary transfer or reassignment shall be given to teachers as soon as practicable, and except in cases of emergency not later than June 1.

B. — An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the principal or immediate superior, at which time the teacher shall be notified of the reason therefore.

In the event that a teacher objects to the transfer or reassignment at this meeting, upon the request of the teacher, the Superintendent shall meet with him. The teacher may, at his option, have an Association representative present at such meeting.

C. — A teacher being involuntarily transferred or reassigned shall be placed only in an equivalent position—i.e., one which does not involve reduction in rank or in total compensation.

* See Article XXXIV

ARTICLE XVI*

PROMOTIONS OR SPECIAL ASSIGNMENTS

A. — These positions are defined as follows:

Positions paying a salary differential and/or positions on the administrator-supervisory levels of responsibility including but not limited to positions as: principals, supervisors, vice-principals, department heads, counselors, learning disability specialist, director or guidance, dean of students, head nurse, reading, research, science, curriculum coordinator of elementary education, coordinator of work study program, male and female coaches. All vacancies in promotional positions, including specialists and/or special projects teachers, pupil personnel workers shall be adequately publicized by the Superintendent in accordance with the following procedure:

1. When school is in session, a notice shall be posted in each school as far in advance as practicable, ordinarily at least thirty (30) school days before the final date when applications must be submitted and in no event less than fifteen (15) school days before such date. However in an emergency situation time limits specified may be waived by mutual agreement. A copy of said notice shall be given to the Association at the time of posting. Teachers who desire to apply for such vacancies shall submit their applications in writing to the superintendent within the time limit specified in the notice, and the Superintendent shall acknowledge promptly in writing the receipt of all such applications. Applications shall be kept on file in the Superintendent's office for continual consideration for future vacancies until the office is notified in writing by an applicant that the applications is withdrawn.

When a person wishes to apply for vacant position(s) the applicant must merely write a one sentence letter stating that he is interested in a position and he would like his resume activated. The Central Administration shall acknowledge in writing the receipt of such application.

* See Article XXXIV

2. Teachers who desire to apply for a promotional position or special assignment which is to be filled during the summer period when school is not regularly in session shall submit their names to the Superintendent, together with the position(s) for which they desire to apply, and an address where they can be reached during the summer. The Superintendent shall notify such teachers of any vacancy in a position for which they have applied. Such notice shall be sent as far in advance as practicable. In addition, the Superintendent shall post a list during the summer period at the administration office. The Superintendent of Schools will notify all teachers of any positions which provide a pay differential after closing of school. If it is a specialized position, he will send notice to those who qualify for these positions.

B. — In both situations set forth in Section A above, the qualifications for the position, its duties, and the rate of compensation, shall be clearly set forth. The Association shall be notified of any change of qualification for a position.

C. — All qualified teachers shall be given adequate opportunity to make application and no position shall be filled until all properly submitted applications have been considered. The Board agrees to give due consideration to professional background and attainments of all applicants and other relevant factors.

In filling such vacancies, preference may be given to qualified teachers already employed by the Board. Each Kearny teacher who has applied in writing and has not been selected shall, upon his request, receive a written explanation from the Superintendent.

D. — The Board shall be given names of all applicants for all job vacancies at time of consideration. Names of unsuccessful candidates should be inserted in Board minutes in the section not usually read.

E. — Announcements of appointments shall be made by posting a list on a Superintendent's bulletin in the office of Central Administration and each school building. The list shall be given to the President of the Association and shall indicate which positions have been filled and by whom.

ARTICLE XVII

SUMMER SCHOOL, HOME TEACHING AND FEDERAL PROGRAMS

A. — All openings for positions in the adult evening school, summer school, if any, home teaching, federal projects, and other programs (including non-teaching positions for which teachers may be qualified and eligible) shall be adequately publicized by the Superintendent in accordance with the procedure for publicizing promotional vacancies set forth in Article XVI, of this Agreement. Summer school, if any, and adult evening school openings shall be publicized not later than June 1 and September 15, respectively, and teachers shall be notified of the action taken not later than June 15 and October 1. Home teaching openings shall be posted as they occur.

B. — In filling such positions, consideration shall be given to a teacher's area of competence, major and/or minor field of study, quality of teaching performance, attendance record, and length of service in the Kearny School District; and when all other factors are substantially equal, preference shall be given first to teachers who have taught the subject area and/or grade level in question during the regular school year and then to teachers who have taught the grade and/or subject in question on a regular basis at any time during the preceding three (3) years.

Teachers employed in the Kearny School District shall have priority to such assignments before appointment to applicants from outside the district.

C. — Salary schedules for positions included in this Article shall be negotiated under procedures outlined in Article II of this Agreement along with regular salary schedules wherever possible, or at such other times as may be appropriate in order to conform to the time requirements for the implementation of said programs.

D. — All of the provisions of this Agreement shall apply to teachers holding positions in the summer schools, if any, home teaching and/or under federal programs, except where clearly inapplicable.

ARTICLE XVIII

TEACHER EVALUATION

A. — 1. The use of public address, cameras, audio systems and similar surveillance devices shall be strictly prohibited.

2. Teachers shall be evaluated only by persons certificated by the New Jersey State Board of Examiners to supervise instruction.

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

2. No material derogatory to a teacher's conduct, service, character or personality shall be placed in his personnel file unless the teacher has had an opportunity to review the material. The teacher 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 teacher 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.

3. (a) Following a conference with the evaluator each teacher shall receive a copy of any observation/evaluation report prepared by that person. Said copy to be signed by both parties at the time of the conference. The teacher's signature will indicate only that he/she has reviewed the document.

(b) The teacher shall have ten (10) working days after the receipt of the evaluation report to respond to the contents of any observation/evaluation report. The teacher's response or comments shall be in writing and shall be attached to each copy of the report that is placed in the teacher's file(s).

(c) No observation/evaluation report or other document shall be placed in the teacher's file unless and until the teacher has been notified and has had an opportunity to review the material. One placed therein no report or document shall be altered in any way without further review by the teacher.

(d) The teacher shall have the right to request a conference with the Superintendent or his designee should he/she feel the observation/evaluation report or other document placed in his/her file warrants such action. The teacher shall have ten (10) working days following the date of the conference to provide additional written comment or material for inclusion in his/her file(s). Any written comment or material placed in the teacher's file by the Superintendent or his designee as a result of the conference shall be subject to prior review as per Section B Paragraph 3. (c) of this article.

C. — 1. Any complaints regarding a teacher made to any member of the administration by any parent, student, or other person which are used in any manner in evaluating a teacher shall be called to the attention of the teacher. The teacher shall be given an opportunity to respond to and/or rebut such complaint, and shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.

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

D. — 1. Prior to any written evaluation report, the immediate supervisor or principal of a non tenure teacher shall have had appropriate communication, including but not limited to all steps in Section 2 below, with said teacher regarding his performance as a teacher.

2. Written evaluation reports and supervisory reports shall be presented to non tenure personnel by the principal or supervisor periodically and shall include when pertinent:

(a) Strengths of the teacher as evidenced during the period since the previous report.

(b) Weakness of the teacher as evidenced during the period since the previous report.

(c) Specific suggestions as to measures which the teacher might take to improve his performance in each of the areas, wherein weaknesses have been indicated.

3. Such supervisory reports are to be provided for non-tenure teachers at least two (2) times each year; the first not later than November 30, and the last not later than February 1, the latter of which shall be in writing.

E. — Final evaluation of a teacher upon termination of his employment shall be concluded prior to severance and no documents and/or other material shall be placed in the personnel file of such teacher after severance or otherwise than in accordance with the procedure set forth in this Article.

ARTICLE XIX

TEACHER FACILITIES

A. — Each school shall have the following facilities:

1. Space in each classroom in which teachers may store instructional materials and supplies;

2. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials;

3. In addition to the aforementioned teacher work area, an appropriately furnished and properly ventilated room which shall be reserved for the exclusive use of the staff as a lounge. Although teachers shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school's custodial staff;

4. Provide a serviceable desk, chair and filing cabinet for the exclusive use of each teacher.

5. Provide a workable communication system so that teachers can communicate with the main building office from their classrooms.

6. Provide well-lighted and clean teacher rest rooms, separated for each sex and separate from the students' rest rooms.

7. Free and adequate off-street paved parking facilities, wherever possible, properly maintained, and identified exclusively for staff use;

8. Suitable closet space for each teacher to store coats, over-shoes, and personal articles;

9. Copies, exclusively for each teacher's use, of all texts used in each of the courses he is to teach and when available, a copy of the teacher's edition of the text;

10. Adequate chalkboard space in every classroom;

11. A suitable dictionary in every classroom where needed;

12. Adequate books, paper, pencils, pens, chalk, erasers, and other such materials required in daily teaching responsibility.

B. — The Board in conjunction with the Association will appoint a committee to study the provision of uniforms for physical education teachers, art, home economics and laboratory science teachers, and shop coats for vocational and industrial art teachers.

C. — Whenever possible, an appropriate room and other facilities for teachers who work in more than one school building shall be assigned to them.

ARTICLE XX

TEACHER-ADMINISTRATION LIAISON

A. — The faculty shall select a Liaison Committee for each school building which shall meet with the principal at the request of either party during the teacher work day for the duration of the school year to review and discuss local school problems and practices, and to play an active role in the revision or development of building policies. Said committee shall consist of not less than three (3) members or more than six (6) to be chosen by the school faculty.

B. — The Association's representatives shall meet with the Superintendent at the request of either party during the school year to review and discuss current school problems and practices, the administration of this Agreement, and those individual building problems which were discussed with the school liaison committee but not resolved.

C. — To maintain the effectiveness of the teacher and administrator, the Kearny Schools shall have:

1. An Assistant Superintendent of Schools.
2. A principal and full-time clerk in all elementary schools.
3. A principal, full-time vice-principal and a full-time clerk in all junior schools.

ARTICLE XXI
SICK LEAVE

A. — A teacher 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 a teacher begins his work late or definitely withdraws from service any time during the school year for the remainder of the year, his annual allowances shall be proportionally reduced.

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

Definition: Cumulative sick leave allowance is the sum of all unused portions of a teacher'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 teacher who has completed five (5) years of service in the Kearny Public Schools and whose accumulated sick leave for personal illness is expended during a continued personal illness of twelve (12) days or more shall be paid his regular salary for an additional period equal to the number of accumulated sick leave days established at the beginning of such illness.

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

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

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

(c) A teacher who leaves the system shall lose his benefits under the cumulative sick leave plan. The sick leave allowance is established to protect teachers during illness while in service. When a teacher 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.

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 teachers 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 teacher is absent more than four (4) consecutive days.

8. (a) The Association and the Board agree that any teachers utilizing no sick days from September 1, 2002 to June 30, 2003 shall receive a \$624.00 one time bonus. The Board and the Association further agree that any teacher utilizing one sick day from September 1, 2002 to June 30, 2003 shall receive a \$572.00 one time bonus. Any teacher utilizing only two sick days from September 1, 2002 to June 30, 2003 shall receive a \$520.00 one time bonus. Any teacher utilizing only three sick days from September 1, 2002 to June 30, 2003 shall receive a \$468.00 one time bonus. Any of the aforesaid teachers who use more than three sick days shall not be entitled to any bonus under the above captioned sick leave incentive program.

(b) The Association and the Board agree that any teachers utilizing no sick days from September 1, 2003 to June 30, 2004 shall receive a \$624.00 one time bonus. The Board and the Association further agree that any teacher utilizing one sick day from September 1, 2003 to June 30, 2004 shall receive a \$572.00 one time bonus. Any teacher utilizing only two sick days from September 1, 2003 to June 30, 2004 shall receive a \$520.00 one time bonus. Any teacher utilizing only three sick days from September 1, 2003 to June 30, 2004 shall receive a \$468.00 one time bonus. Any of the aforesaid teachers who use more than three sick days shall not be entitled to any bonus under the above captioned sick leave incentive program.

(c) The Association and the Board agree that any teachers utilizing no sick days from September 1, 2004 to June 30, 2005 shall receive a \$624.00 one time bonus. The Board and the Association further agree that any teacher utilizing one sick day from September 1, 2004 to June 30, 2005 shall receive a \$572.00 one time bonus. Any teacher utilizing only two sick days from September 1, 2004 to June 30, 2005 shall receive a \$520.00 one time bonus. Any teacher utilizing only three sick days from September 1, 2004 to June 30, 2005 shall receive a \$468.00 one time bonus. Any of the aforesaid teachers who use more than three sick days shall not be entitled to any bonus under the above captioned sick leave incentive program.

Effective July 1, 2000 the per day incentive shall be \$52. The \$600.00 bonus shall be increased to \$624.00 and the other payments shall be proportionately increased. All other terms and conditions of said paragraph B-8 shall remain in full force and effect.

In no event in any year shall a teacher be eligible for any incentive bonus if more than three sick days are used. The above sick leave bonuses shall be payable in July 2003, July 2004 or July 2005 as the case may be.

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

10. Termination Leave

(a) All certified staff employed in the bargaining unit as of April 14, 2003 shall continue to receive the termination leave benefit as it appears in the current agreement for the duration of their employment in the Kearny School District (i.e. "grandfathered") in accordance with their current agreement and practices related thereto.

(b) All certified staff employed in the bargaining unit after April 14, 2003 of this agreement, will not be eligible for said termination leave benefit as provided for in the above Article, as said benefit shall be eliminated in its entirety thereafter.

(c) An employee who elects to leave the District after a minimum of 20 years of service in the District will be granted payment for accumulated personal illness days based on the following schedule:

1. $(1/200 \text{ of base salary}^* + \text{longevity}^*) \times (\text{the number of accumulated sick leave days})$ up to 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 1st of the termination year and in each of the four years that follow.

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

(f) Should the employee not survive to collect the total funds due him/her, said funds will be paid to his/her estate on the same schedule as provided for in part (c) of this Article.

(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.

(h) 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 (c). If notification is made after February 1, the first payment will be made on July 1st of the following year and will then be paid in the four years that follow that year as stipulated in part (c).

(i) The annual sick day incentive monies will not be paid the last year of a teacher's employment in District only when termination leave monies are paid to that teacher.

C. — If a teacher comes to work in the morning and is sent home ill before noon in the elementary or 11:35 a.m. in the high school, he or she is charged only one-half day absence. If an elementary teacher is sent home after 12:00 noon or high school teacher after 11:35 a.m., he or she is not charged any time off.

ARTICLE XXII
TEMPORARY LEAVES OF ABSENCE

A. — As of the beginning of the 2002-2003 school year, teachers shall be entitled to the following temporary non-cumulative 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. Personal days shall be granted upon submission of completed attendance form five (5) days prior to date of request. In emergency situations, form will be submitted upon return to school. Personal days may not be used before or after a scheduled day of no school. This article does not include Saturdays or Sundays.

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

UNUSED PERSONAL DAYS

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

(a) Effective July 1, 2002 if a staff member does not use any personal days during the school year, he/she shall receive \$250.00.

If a staff member uses one (1) personal day during the school year, he/she shall receive \$190.00.

If a staff member uses two (2) personal days during the school year, he/she shall receive \$125.00.

If a staff member uses three (3) personal days during the school year, he/she shall receive no payment.

(b) Effective July 1, 2003, if a staff member does not use any personal days during the school year, he/she shall receive \$250.00.

If a staff member uses one (1) personal day during the school year, he/she shall receive \$190.00.

If a staff member uses two (2) personal days during the school year, he/she receive \$125.00.

If a staff member uses three (3) personal days during the school year he/she receives no payment.

(c) Effective July 1, 2004, if a staff member does not use any personal days during the school year, he/she shall receive \$250.00.

If a staff member uses one (1) personal day during the school year, he/she shall receive \$190.00.

If a staff member uses two (2) personal days during the school year, he/she receive \$125.00.

If a staff member uses three (3) personal days during the school year he/she receives no payment.

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

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

3. Time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system. Other legal proceedings which require a teacher's absence shall be decided by the Superintendent of Schools.

4. (a) In case of death in the immediate family, a teacher 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.

(b) In the event of the death of a teacher or student in the Kearny Public Schools, the principal may grant to an appropriate number of teachers or students sufficient time off to attend the funeral.

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

5. At the discretion of the Superintendent up to ten (10) days may be granted 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. Time necessary for persons called into active duty of any unit of the U.S. Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session, a teacher shall be paid the difference between his regular pay and the pay which he receives 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 teacher'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 above shall be in addition to any sick leave to which the teacher is entitled.

ARTICLE XXIII

EXTENDED LEAVES OF ABSENCE

A. — The Board agrees that up to two (2) tenure teachers 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 tenure teacher who joins the Peace Corps, VISTA, National Teacher Corps., or serves as an exchange teacher or overseas teacher, and is a full time participant in either of such programs, or accepts a Fullbright Scholarship.

C. — Para-military leave without pay shall be granted to any tenure female teacher whose husband 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. — 1. A non-tenure teacher shall notify the Superintendent of her pregnancy. Said teacher may request a maternity leave without pay and said leave shall be granted by the Board of Education at the recommendation of the Superintendent. A teacher may continue in her position as long as she can fulfill her duties as a teacher. 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.

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

3. Any female tenured teacher 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. No teacher on maternity leave shall, on the basis of said leave, be denied the opportunity to substitute in the Kearny School District in the area of her certification or competence.

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 teacher's immediate family. Additional leave may be granted at the discretion of the Board.

F. — The Board shall grant a leave of absence for one or two years, or as required by law, to a teacher 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 and B of this ARTICLE, a teacher shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent, provided, however, that time spent on said leaves shall not count toward the fulfillment of the time requirements for acquiring tenure. A teacher shall not receive increment credit for the time spent on a leave granted pursuant to Sections C, D, E, F or G of this ARTICLE.

2. All benefits to which a teacher was entitled at the time of 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.

I. — 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 XXIV
SUBSTITUTES

A. — Positions which are vacant because teachers are temporarily absent or on leave shall, to the extent possible, be filled by personnel who have fully met the appropriate certification requirements of the New Jersey State Board of Examiners.

B. — The Board will attempt at all times to maintain an adequate list of substitute teachers. Teachers may call a telephone answering service between 4:00 P.M. and 7:30 A.M. to report absence and the reason thereof. Once a teacher has reported absence, it shall be the responsibility of the administration to arrange for a substitute.

C. — 1. (a) It is desirable for each teacher to have an uninterrupted preparation period each day. The practice of using a regular teacher as a substitute is undesirable. In those cases where regular substitutes are not available, regular teachers who volunteer may be used as substitutes during their non-teaching time. In the absence of volunteers, a teacher may be assigned to serve as substitute. Volunteers and assigned teacher shall be paid at a rate to be determined at the salary negotiations. Such coverage shall be arranged by the principal of the school in question and shall be distributed as equitable as possible among the teachers in said school.

(b) Any teacher who loses a preparation period for any reason will have the option to receive the contracted amount outlined in section 2 or 3 or a waived regularly scheduled help period at a time to be mutually agreed upon between the teacher and his/her principal or immediate supervisor.

2. If there is no substitute available for an elementary school teacher, the class will be divided among the other teachers of the same grade.

(a) The teachers who receive youngsters from another class will be paid at the rate of pro rata share of \$28.00 per fifty minute period. If two teachers receive a split class, each teacher will receive \$14.00 per fifty minutes. If four teachers receive youngsters from a split class, each teacher will receive \$7.00 per fifty minute period.

(b) Effective July 1, 2003, the teachers who receive youngsters from another class will be paid at the rate of pro rata share of \$29.00 per fifty minute period. If two teachers receive a split class, each teacher will receive \$14.50 per fifty minutes. If four teachers receive youngsters from a split class, each teacher will receive \$7.25 per fifty minute period.

(c) Effective July 1, 2004, the teachers who receive youngsters from another class will be paid at the rate of pro rata share of \$30.00 per fifty minute period. If two teachers receive a split class, each teacher will receive \$15.00 per fifty minutes. If four teachers receive youngsters from a split class, each teacher will receive \$7.50 per fifty minute period.

Although it is hard to conceive, a situation may arise in which splitting a class is not feasible. Should such a disastrous situation arise, the principal may assign special teachers, librarians, counselors to cover these classes. Teachers so reassigned will receive no additional compensation.

3. Teachers will be compensated according to the following schedule:

(a) Effective July 1, 2002, \$28.00 will be paid for a 50 minute period and a proportionate amount for any fractional part of 50 minutes. In other words, 30 min. coverage will be compensated at the rate of $\frac{3}{5}$ of \$28; 20 min. $\frac{2}{5}$ of \$28; 60 min. $\frac{6}{5}$ of \$28.

(b) Effective July 1, 2003, \$29.00 will be paid for a 50 minute period and a proportionate amount for any fractional part of 50 minutes. In other words, 30 min. coverage will be compensated at the rate of $\frac{3}{5}$ of \$29; 20 min. $\frac{2}{5}$ of \$29; 60 min. $\frac{6}{5}$ of \$29.

(c) Effective July 1, 2004, \$30.00 will be paid for a 50 minute period and a proportionate amount for any fractional part of 50 minutes. In other words, 30 min. coverage will be compensated at the rate of $\frac{3}{5}$ of \$30; 20 min. $\frac{2}{5}$ of \$30; 60 min. $\frac{6}{5}$ of \$30.

D. — 1. Substitute nurses will stay for the entire help period.

2. Substitute teachers will stay for fifteen (15) minutes of the help period.

ARTICLE XXV

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. — In our rapidly changing society teachers 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 teacher performance and attitudes. The Association also recognizes its responsibility to encourage the teachers 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 1990-91 school year:

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

2. Requests from teachers 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 September 1, 1996. (See Schedule I Equivalency Program).

3. To cooperate with the Association in arranging in-service courses, workshops, conferences, and programs designed to improve the quality of instruction. Such activities shall be coordinated through the Superintendent and the Local Professional Development Committee (LPDC).

Conduct of the Local Professional Development Committee Business:

- (a) The committee will be given a working budget, set by the Board of Education, and secretarial assistance sufficient to complete its mission. KEA members serving on the Committee will be paid a per hour payment equal to that given for curriculum writing for Committee work beyond the in school work day/work year. Said work to be done with the prior approval of the Superintendent.

- (b) The Professional Development Committee shall establish its own calendar, rules, and procedures. The Committee will develop the appropriate forms needed to conduct its business and meet its responsibilities to the district and individuals. Said forms to include but not be limited to application forms, payment requests and maintenance of individual training hours.

4. The District will maintain a record of the number of hours of continuing education for each teacher and provide each teacher with an accounting of his/her accumulated hours each October. Any discrepancies between the district and teacher's records should be noted with 30 days of receipt of the District records. If possible, discrepancies will be resolved within ninety (90) days of said receipt.

5. To expend up to twenty-five (\$25.00) dollars per teacher each school year at the N.J.E.A. Convention to purchase or order any materials. These prepaid bills must be given to each building principal for reimbursement by the Board of Education.

6. (a) Members of the professional staff who are requested to prepare major courses of study or make major curriculum revisions on their own time shall be compensated at the minimum rate of \$28.00 dollars per hour provided that authorization for such work has been received from the Superintendent in writing.

(b) Members of the professional staff who are requested to act as Turnkey Teachers on their own time shall be compensated at the minimum rate of \$28.00 per hour provided that authorization for such work has been received from the Superintendent in writing.

1. 2003 -2004 increase to \$29.00 per hour

2. 2004-2005 increase to \$30.00 per hour

C. — Effective July 1, 2003 the two (2) conference days shall be held on regular school days. The first conference day will occur in the Fall. The normal teaching day on the first conference day shall be reduced to four (4) hours and the conference hours shall be 2:00 p.m. - 4:30 p.m. and 6:00 p.m. - 9:00 p.m.

The second conference day will occur in the Spring following a full day of school and the conference hours shall be 5 p.m. - 8 p.m. (Schedules for the conference days shall be arranged by the building principals.) High School Conferences as per School Calendar Schedule.

ARTICLE XXVI

PROTECTION OF TEACHERS, STUDENTS AND PROPERTY

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

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

C. — Whenever any action is brought against a teacher 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 teacher.

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

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

E. — 1. Teachers shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior.

2. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the teacher 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 teacher, the police, and the courts.

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

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

H. — The Board shall reimburse a teacher 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.

I. — Substitute nurses will be provided for programs up to 25 substitute days. The Head Nurse and Superintendent will decide by mutual agreement the substitute nursing activities.

ARTICLE XXVII

MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

A. — It is the duty and responsibility of all administrators, coordinators, supervisors, and teachers to maintain a learning situation in all classrooms. When this learning situation is disrupted, immediate action should be taken to remedy this condition. It is the philosophy of the Kearny Public Schools to give all children the opportunity for learning without unnecessary interference.

B. — When a student by his behavior is seriously disrupting the instructional program to the detriment of other students, the teacher may temporarily dismiss the student from the classroom and refer him to the principal or other authorized personnel.

C. — When, in judgment of a teacher, a student requires the attention of the principal, assistant principal, a counselor, psychologist, physician, nurse, or other specialist, he shall so inform his principal or immediate superior who shall take appropriate and immediate action to improve the situation.

ARTICLE XXVIII

INSURANCE PROTECTION

A. — As of the beginning of the 1990-91 school year the Board will continue to provide the health-care insurance protection that is now in force, namely: State Health Benefits Plan which includes Blue Cross, Blue Shield, Rider J, and Major Medical. The Board will continue to pay the full premium for each teacher and in cases where appropriate for family-plan insurance coverage.

1. For each teacher 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 teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage. In the event a teacher's insurance coverage cannot be obtained due to missing the annual enrollment period, the teacher may obtain personal coverage for health-care insurance and said teacher shall be reimbursed for the cost of the same, but such cost shall not exceed the amount the Board would have been required to pay if said teacher had been enrolled in the group policy. If, however, the teacher 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.

2. Provisions of the State Health Benefits Plan shall be detailed in master policies and contracts agreed upon by the Board and the Association and shall include:

- (a) Hospital room and board and miscellaneous costs;
- (b) Out-patient benefits;
- (c) Laboratory fees, diagnostic expenses, and therapy treatments;
- (d) Maternity costs;
- (e) Surgical costs;
- (f) Major-medical coverage.

3. CARRIER

The health insurance carrier shall be State of New Jersey Health Benefits for the basic hospitalization and medical-surgical coverage, and, State of New Jersey Health Benefits for the major medical coverage.

4. HOSPITALIZATION

For the new three (3) year contract, the Board will continue its present coverage with the State of New Jersey Health Benefits Program. If, as a prerequisite to said Health Benefits coverage, an increase from the present 750 plan to the 1420 plan is required, the Board agrees to include said Hospital Benefits coverage in its plan. If there is an option for the Board to continue the present 750 plan and remain in the New Jersey Health Benefits Program without requiring inclusion of the 1420 plan, the Board, in its sole discretion, may use either the 750 plan or the 1420 plan. The Board will advise the Association of the exercise of its options, if same is allowed by the State Program and such decision by the Board shall be binding on the Association.

B. — Effective July 1, 2002 the Board will continue supplying to the members of the unit a co-pay prescription family plan at \$4.00 deduction for generic drugs and \$6.00 deduction for legend drugs with the selection and type of plan to be determined at the discretion of the Board.

Effective July 1, 2003 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, 2002, and for the duration of this contract, the sum of money per member for the dental plan shall be increased to the premium rate determined by the insurance carrier and the Kearny Board of Education. Said sum will cover the full cost of the dental plan. The existing coverage with Delta Dental shall not change for the duration of this contract.

D. — The Board shall provide to each teacher a description of the health-care insurance coverage provided under this Article, no later than the beginning of the 2002-03 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 \$4,000.00 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 XXIX

PERSONAL AND ACADEMIC FREEDOM

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

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

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

ARTICLE XXX

BOOKS AND OTHER INSTRUCTIONAL MATERIALS AND SUPPLIES

A. — The Board shall allocate sufficient funds to provide for the purchase and/or replacement of textbooks, library books, instructional materials, supplies and equipment of sufficient quality and quantity to enable teachers to properly fulfill their teaching responsibilities.

B. — 1. A procedure for reviewing and evaluating books and other instructional materials and supplies shall be instituted by the Superintendent as soon as possible after the effective date of this Agreement. Said procedure shall provide, among other things, for the following:

(a) Committees shall be established to make recommendations for the subject areas;

(b) School-based teachers shall constitute a majority of each such committee;

(c) Where applicable supervisors shall be a member of this committee and have one (1) vote, and

(d) The recommendation of such committees shall be published and distributed to all schools by the Superintendent.

2. A textbook Policy Committee (consisting of three (3) members appointed by the Superintendent, two (2) members appointed by the Association, and one (1) member appointed by the Board) shall be established as soon as practicable to work out the mechanics of the aforesaid procedure so that it may be implemented by the beginning of the 1990-91 school year.

3. Textbooks and instructional materials in all subject areas and at all grade levels shall be selected so as to best show the cultural diversity and pluralistic nature of American society in both textual and illustrative material and reflect the most recent authoritative scholarship on the history and contributions of various racial, ethnic, and religious groups and their prominent representatives in American life.

ARTICLE XXXI

DEDUCTION FROM SALARY

A. — 1. The Board agrees to deduct from the salaries of its teachers dues for the Kearny Education Association, the Hudson County Education Association, the New Jersey Education Association or the National Education Association, or any one or any combination of such Associations as said teachers 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 corrections shall be transmitted to the treasurer of the Kearny Education Association by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations. Teacher authorizations shall be made on the forms set forth by the Association.

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

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

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

C. — Deductions 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 the following 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 teachers 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 XXXII

FAIR DISMISSAL POLICY

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

ARTICLE XXXIII

MISCELLANEOUS PROVISIONS

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

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

C. — Any individual contract between the Board and an individual teacher, 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 teachers or in the application or administration of this Agreement on the basis or 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 teachers 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 provision(s) of this Agreement, either party shall do so by telegram or certified letter at the following addresses:

1. If by the Association, to Board at 100 Davis Avenue. Kearny, N.J. 07032.

2. If by the Board, to Association at P.O. Box 343, Kearny, N.J. 07032, or to the school where the President is located.

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 teachers at the end of the pupil day two times a year for general meetings provided that the Superintendent is notified one week in advance of the date of the meeting.

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

H. — 1. Effective July 1, 2002 for duties in addition to those regularly assigned the compensation will be:

(a) Lunch Duty -	2002-03	\$26.00
	2003-04	\$27.00
	2004-05	\$28.00

(b) Curriculum, home instructor, Turnkey Teachers, Summer Special Education, Summer KEEP, Saturday Keep and summer school (including counselors, handicapped instructors, etc.):

\$28.00 per hour effective July 1, 2002
\$29.00 per hour effective July 1, 2003
\$30.00 per hour effective July 1, 2004

(c) Jr. And Sr. High School Detention monitors will be paid on the following schedule:

\$28.00 per hour effective July 1, 2002
\$29.00 per hour effective July 1, 2003
\$30.00 per hour effective July 1, 2004

2. Pupil Assistance Committee, (PAC) will be added to this list of duties and will be paid the same amount as contractually agreed upon for said duties. Payment will be made only for time beyond the contracted school day.

ARTICLE XXXIV

PERMISSIVE AND/OR NON MANDATORY SUBJECTS

It is hereby agreed that the clauses in this Agreement, listed on items 1 through 7 below, contain permissive, procedural and/or non mandatory subjects of negotiation.

It is further understood and agreed of the parties, that the Board shall not be bound by the aforesaid non mandatory and/or permissive subjects of negotiation even though they are contained and set out in the Agreement between the Kearny Board of Education and the Kearny Education Association for the period July 1, 2002 to June 30, 2005.

In the event that the law in the State of New Jersey changes or is modified, making any of the clauses listed under Items 1 through 7 below required subjects of negotiation, the parties agree to reopen negotiations in an attempt to arrive at new contractual language in accord with the then existing law in the State of New Jersey on all of the aforesaid matters.

The clauses under the Agreement between the Kearny Board of Education and the Kearny Education Association to which the within agreement shall apply, are as follows:

1. ARTICLE VI—SCHOOL CALENDAR
2. ARTICLE VIII—CLASS SIZE
3. ARTICLE IX—SPECIALISTS
4. ARTICLE XIII—TEACHER ASSIGNMENTS.
5. ARTICLE XIV—VOLUNTARY TRANSFERS AND REASSIGNMENTS
6. ARTICLE XV—INVOLUNTARY TRANSFERS AND REASSIGNMENTS
7. ARTICLE XVI—PROMOTIONS OR SPECIAL ASSIGNMENTS

ARTICLE XXXV

INTERACTIVE TELEVISION PROGRAM (ITV)

A. — Principle

Interactive TV is an experimental alternative being used for instruction of students. The Association and the Board have a mutual responsibility to promote better instruction. Toward that end, it is agreed that the Association may participate in any aspect of said project or program. Such participation shall include, but not be limited to, all phases of proposals, inquiry, study research deliberations, recommendations, implementation, evaluation, and adoption. Any aspect of an experimental program which would affect the terms and conditions of teacher employment shall be negotiated with the Association before implementation. Further, the Association and the Board of Education agree to make every effort to maintain a class size of not more than 1 to 15 student/teacher ratio for all ITV courses in which the District may be involved at the origination site or remote site.

B. — Definitions

1. Interactive television is defined as telecommunication for teaching students via a two-way system.

2. An ITV teacher shall be a fully certificated teacher holding an appropriate certificate required for course offering and issued by the NJ State Board of Examiners.

3. ITV training shall be specialized training of all participants in ITV programs and related activities.

4. A Supervision teacher is a certified person who shall provide supervision of students at the remote site.

5. Remote site is the area designated as the receiving location for two-way telecommunication.

6. Origination site is the area designated as the telecast location.

7. Work year - as defined in this agreement.

8. Work day - as defined in this agreement.

9. Evaluator - an appropriately certificated employee assigned with the responsibility for the direction and guidance of the work of teachers.

C. — Purpose of ITV

Telecommunicasting can be used to create an educational opportunity in this District under the following conditions:

1. When a class cannot be offered due to an enrollment of less than (8) students per semester/year.
2. When a class cannot be offered due to the District's inability to employ a properly licensed teacher.
3. To provide enrichment or expanded learning activities to students in the District.

D. — Assignment and Workload

1. All teachers who are scheduled to teach an interactive television course or to supervise a remote site shall be volunteers.
2. All attempts will be made to schedule ITV classes during the regularly contracted day.
3. Teachers who will be giving instruction at the origination site will be given one additional preparation period per day for a maximum of 23 teaching periods per week, including two preparation periods and one lunch period per day. Any teacher who has more than 20 teaching periods per week will have no duty assignment.
4. If a class must be scheduled at the origination site as an extension of the regularly contracted day, a.m. or p.m., the ITV teacher can opt for one of the two following compensations of time or money as outlined below:
 - (a) The ITV teacher's day will conclude at the end of period 7 if his/her ITV class is scheduled prior to the start of the regularly contracted day, or the ITV teacher's day will begin at the start of period 2 if his/her ITV class is scheduled beyond the end of the regularly contracted day.

(b) The ITV teacher may choose to be paid for this extended teaching time at the same rate per session as home instruction, curriculum writing, etc., as specified in the contract agreement between the KEA and the Board of Education.

5. If any ITV teacher is required to travel to other schools as a direct result of their involvement in the ITV course he/she will not lose any time from one of their regularly scheduled preparations and/or lunch period as provided for in the contract and will be paid the contracted amount per mile for travel.

6. If a class is receiving instruction, a fully certified teacher will be assigned to supervise the class at all times.

7. If the class receiving instruction is scheduled prior to the start or beyond the end of the regularly contracted day, the position will be posted District wide for a supervision teacher at the same rate per session as home instruction, curriculum writing, etc., as specified in the contract agreement between the KEA and the Board of Education.

ARTICLE XXXVI
MENTORING

A. — Effective July 1, 2003 the Board and Association agree to implement a mentoring program as follows:

1. The mentor of a regular route teachers and mentee will have collective release time of two (2) classroom periods per month for each of the ten (10) months of the school year, to be utilized for classroom observation only.
2. The mentor of an alternate route teacher and mentee will have collective release time of three (3) periods per month combined for each of the ten (10) months of the school year, to be utilized for classroom observation only.
3. An additional period per month may be granted by the principal.

ARTICLE XXXVII

GRANT FUNDED POSITIONS

A. — Effective July 1, 2003, the following minimum hourly rates shall apply for all newly created funded grant positions:

1. Directors/Supervisors:

\$28.00 per hour effective July 1, 2002

\$34.00 per hour effective July 1, 2003

\$37.00 per hour effective July 1, 2004

2. All other grant funded positions:

\$28.00 per hour effective July 1, 2002

\$29.00 per hour effective July 1, 2003

\$30.00 per hour effective July 1, 2004

B. — Nothing herein shall operate to reduce hourly rates for grant funded positions presently in effect and paid by the Board in excess of the foregoing hourly rates.

ARTICLE XXXVIII

TUITION REIMBURSEMENT

A. — Effective July 1, 2003, the Board and the Association agree to implement a Tuition Reimbursement Program. The Guidelines for this program are as follows:

1. All certified staff in the bargaining unit 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 a formal degree related to work or additional educational certifications.
5. Grade of "B" or better is required for the reimbursement.
6. Reimbursement is limited to \$500 per person per 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 school district no later than Aug. 1st annually for the preceding school year.
9. Program is capped at \$50,000 for the District.

ARTICLE XXXIX
DURATION OF AGREEMENT

A. — The collective bargaining agreement between the Board and the Association shall be for a period of three (3) years, commencing July 1, 2002 and terminating June 30, 2005.

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

Mary Torres, President

Bernadette McDonald, Negotiations

KEARNY EDUCATION ASSOCIATION

Staci M. Snider, President

Marcy Fisher, Vice President

K.E.A. Negotiations Committee

Frances J. Davis, *Chairperson*

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Kearny Board of Education 2002 – 2003

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Superintendent of Schools

Robert Mooney

Assistant Superintendent of Schools

Ingrid L. Kiss, Ph.D.

Board Negotiator

Angelo Genova, Esq.

**Kearny Education Association
Officers
2002 - 2003**

Frances J. Davis President

Staci M. Snider Vice President

Barbara Toczko Recording Secretary

Diane Sackerman Corresponding Secretary

Karen Babinski Treasurer