

AGREEMENT

between

KEARNY BOARD OF EDUCATION

and

KEARNY EDUCATION ASSOCIATION

JULY 1, 2023 through JUNE 30, 2026

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KEARNY EDUCATION ASSOCIATION

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PREAMBLE

This Agreement entered into this 1st day of July, 2023 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 proceeding 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 are 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.
- 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 Association agreed to change Friday of the first week of school from a half day for students to a full day for students. [Beginning September 2000]

* See Article XXXII

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, and shall place a check mark in the appropriate column before leaving District property at the end of each school day. 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 thirteen (13) 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 and Middle School shall be required to report for duty at 8:05 a.m. All teachers working in the elementary schools shall be required to report for duty at 8:30 a.m. On Fridays or on days preceding holidays or vacations the teachers' day shall close at the end of the pupil's day. The exception is that during June and September, when the pupils are on a shortened day, the teachers shall leave at 2:38 p.m. in the high school and at 3:03 p.m. in the elementary schools.
- (b) High School and Middle School:
Teachers arrive: 8:05
Classes begin: 8:20
Classes end: 2:38
- Teachers leave 20 minutes after the end of day M-Th. (Help period is 20 mins – 2:38-2:58). There is a provision for help period to occur in the morning which would be 7:45 – 8:05.
- (c) Beginning July 1, 2010, a directive has been 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 20 minutes prior to the beginning of the students' day or the 20 minutes following the end of the student's day, on days when help period is contractually scheduled.
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 or time.

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 the grades 9 through 12 shall not exceed thirty (30) teaching periods and shall not exceed twenty seven (27) hours and thirteen minutes (27 hrs. and 13/60 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 middle school shall not exceed thirty-eight (38) teaching periods or twenty-two (22) hours and fifty-eight (58) minutes, and help period not to exceed an additional twenty (20) minutes.
 3. The daily teaching load in the elementary schools shall not exceed six (6) hours of pupil contact which includes five (5) hours twenty-six (26) minutes teaching time and fifty (40) minutes of extra pupil contact. (Twenty (20) minutes help period, plus ten (10) minutes prior to school in A.M. and ten (10) minutes prior to school day in P.M.)

(a) Elementary School:

Teachers arrive: 8:30

Classes begin: 8:40

Classes end: 3:03

Teachers leave 20 minutes after the end of day M-Th. (Help period is 20 mins – 3:03-3:23). There is a provision for help period to occur in the morning which would be 8:10-8:30

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) Middle 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.

Every reasonable effort shall be made so teachers do not change more than two (2) times per day.

7. High School teachers will have 5 classes, 1 duty, 1 prep, and 1 lunch. In the event that a teacher is needed to teach a sixth class, it will replace their duty, if possible. Selection will be on a voluntary basis. In the event that there are no volunteers, the sixth instructional period will be assigned on an annual rotating basis according to the availability of appropriately certificated staff.

Payment for the responsibility of the sixth class will be at the rate of:

For a full year course: at the curriculum writing rate times 180

For a half of year course: at the curriculum writing rate times 90

In year 1, the total amount paid will not exceed 50% of the above-referenced calculation, in year 2 the total paid will not exceed 75% of the above-referenced calculation and in year 3, payment shall be at the full amount of the above calculated rate.

In the event it is for differing times, payment will be calculated at the curriculum writing rate times the number of days they are responsible for the class.

- 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. Middle School—forty-five (45) minutes
 - c. High School—forty-five (45) minutes
 2. Any and all of an Association member's departures from and returns to the building must be noted on an electronic faculty roster.
- 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 staff at the call of the Superintendent shall be limited to one (1) per month except in emergency situations and shall not exceed two (2) hours. Department meetings shall be limited to four (4) times per year.

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 4:10 P.M. in the elementary schools, nor beyond 3:45 P.M. in the high school and middle 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) Scheduling of the special teachers and the preparation time will be handled by the Central Administration and the Building Principal. All teachers in Grade Pre-K-6 are guaranteed at least one prep per day and a minimum of 200 minutes per week.
 - (b) Middle School—Minimum five (5) periods per week.
 - (c) High School—Minimum one (1) period per day.
 - (d) 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. Scheduling will be handled in coordination with Central Administration and/or Building Administrator.

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. Ninth period will begin five (5) minutes after the close of the pupil day and will be forty-three (43) minutes in length.

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 contracted 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.

All high school teacher schedules shall remain in force as per Article VII, unless otherwise provided herein.

- 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.
- H. There will be a total of 3 professional days included in the school calendar.

ARTICLE VIII

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 IX

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 2017-2018 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 school position with the Kearny Board of Education. One (1) year for every two (2) years will be granted, up to 10 years, for previous teaching experience 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 Fulbright 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 Fulbright 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 X

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 twice per month.

2. (a) Teachers employed on a ten (10) month basis shall be paid twice per month.

(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 12.5%).

(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 or through direct deposit.

6. All stipends shall be paid either once at the end of the activity for which the stipend is paid or for three (3) equal installments throughout the school year. The method of payment shall be determined by the employee when the first purchase order(s) are submitted to the Business Administrator.

ARTICLE XI*

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 Office of Management and Budget travel reimbursement rate per mile.

* See Article XXXII

ARTICLE XII*

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 XXXII

ARTICLE XIII*

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 XXXII

ARTICLE XIV*

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 application 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 XXXII

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 XV

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 XVI

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

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

ARTICLE XVIII

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.

ARTICLE XIX

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. 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.