

KELLMAN BROWN ACADEMY

And

**KELLMAN BROWN ACADEMY FEDERATION OF
TEACHERS
LOCAL UNION NO. 6159**

COLLECTIVE BARGAINING AGREEMENT

July 1, 2019 — August 31, 2022

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THIS AGREEMENT is entered into by and between Kellman Brown Academy (hereinafter referred to as "School"), and the Kellman Brown Academy Federation of Teachers, Local Union No. 6159 (hereinafter referred to as the "Union").

ARTICLE 1 RECOGNITION

Section 1. The Board recognizes the Union as the sole exclusive bargaining agent with respect to salaries, wages, hours and other terms and conditions of employment for the following classes of employees: all full-time and part-time teachers, assistants, teacher aides, and counselors employed by the Kellman Brown Academy, 1007 Laurel Oak Road, Voorhees, New Jersey 08043. Excluded from the bargaining unit are all those not specifically included in the prior sentence including, but not limited to, all office clerical employees, managerial employees, professional employees, guards and supervisors (as defined by the National Labor Relations Act), and all other employees.

ARTICLE 2 UNION SECURITY AND DUES CHECK-OFF

Section 1. All bargaining unit employees have the right to join the Union immediately upon commencement of employment.

Section 2. The Union shall have the sole and exclusive right to set the level of dues for employees in the bargaining unit. The Union shall also have the right to set an agency fee for unit members who choose not to join the Union.

Section 3. The School shall deduct, in monthly installments from the salaries of employees who have authorized it in writing to do so, the regular annual dues of the Union and shall remit said dues to the Union, no later than fifteen (15) calendar days after such a deduction were made, together with a list containing the names of the employees from whom the deductions were made, and the amount deducted from each, as well as the names of those who had authorized deductions but for whom no deductions were made and the reasons therefore.

Section 4. The Union shall advise the School in writing as to the annual dues at least thirty (30) days prior to the effective date of such change. The School shall deduct, as a service fee, eighty-five (85%) percent of the full dues amount for those members who do not choose to join the Union. Said service fee shall be remitted to the Union in the same manner as membership dues.

Section 5. The School will provide the Union with the names, address and assignments, if known, of newly employed employees within ten (10) days of their employment, including during the summer.

Section 6. If legally permissible, the School agrees to deduct and transmit to the Treasurer of the New Jersey State Union of Teachers Political Action Committee ("PAC"), the amount specified for each pay period worked from the salary of those employees who voluntarily authorize

such contributions on the forms provided for that purpose by the New Jersey State Union of Teachers Political Action Committee. These transmittals shall occur monthly and shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for such employee.

Section 7. The Union assumes full responsibility for the disposition of the funds deducted in accordance with this Article of this Agreement, once they have been turned over to the Union or the PAC, as provided in this Article of this Agreement. The Union shall indemnify and hold the School harmless against any and all claims, demands, suits and other forms of liability that may arise out of or by reason of action taken or not taken by the School for the purpose of complying with the provisions of this Article of this Agreement or any other provision of this Agreement relative to any requirements of membership in the Union, or obligation of Union members by reason of the School's reliance upon any lists furnished by the Union.

ARTICLE 3 MANAGEMENT RIGHTS CLAUSE

Section 1. The management of the School and the direction of its employees are vested exclusively in the School and, except as limited by specific provisions of this Agreement, the School shall continue to have all sole and exclusive rights customarily reserved to management, including but not limited to the right to hire, supervise, promote, suspend, discipline, transfer or discharge for reasonable cause; the right to relieve employees from duty because of lack of work or other proper reasons; the right to assign work, select supervisory personnel and control employees' conditions of employment and the right to establish reasonable work rules, regulations and procedures pertaining to the operation of the School.

Section 2. It is understood that any of the rights, power or authority the School had prior to the signing of this Agreement are retained by the School, except those specifically abridged or modified by this Agreement. Such right or power shall not be exercised in violation of this Agreement.

ARTICLE 4 UNION RIGHTS

Section 1. The parties shall take no action violative of, or inconsistent with, any provision of this Agreement.

Section 2. The parties agree that they will not discriminate against any employee on the basis of race, color, religion, age, sex, sexual orientation, marital status, national origin, handicap, disability or any other basis protected by law.

Section 3. The School shall make available to the Union upon its request, any and all information, statistics and records, which are essential or necessary and relevant to negotiations or necessary for the proper enforcement of this Agreement. Disputes as to the relevancy or necessity shall be subject to arbitration.

Section 4. A copy of any notice, directive, posting or bulletin relating to employment issues shall simultaneously be sent to the Union President. In addition, the Union shall provide the School with a copy of any notice, directive or posting relating to Union business.

Section 5. The Union shall be provided bulletin board space in the staff lounge for the posting of notices and other materials relating to Union activities. The authorized representative of the Union or her designee shall have the responsibility for posting materials on the bulletin board.

Section 6. The Union shall have the right to place materials in the mailboxes of employees. Placement will be made by the authorized representative of the Union or her designee.

Section 7. On two (2) working days' notice to the Principal, the authorized representative shall have the right to schedule meetings in the building before or after regular duty hours or during lunch time of employees involved, provided space is available and provided further said meeting does not interfere with the employees' assigned duties or other meetings scheduled by the School.

Section 8. An authorized Union Representative, who is not a School employee, may enter the School's premises with prior approval of the Principal (such approval shall not be unreasonably denied) and upon signing in at the School's reception area. When on School premises, the Union Representative shall conduct her Union-related business in a manner designed not to interfere with the School's operations.

Section 9. The Union shall be given time before the end of every staff meeting for brief reports and announcements if requested in advance of the meeting.

Section 10. Regardless of when they occur within the calendar year, all vacancies and/or openings shall be posted on the faculty bulletin board for no less than six (6) School days and an opportunity shall be offered to present employees to apply for said positions. The posting shall contain the title of the position or positions to be filled, educational and/or experience required for the position and the number of vacancies. The employee shall notify the administration in writing of her interest in said position within six (6) School days of posting. In the event that two (2) or more employees apply for the position, the position shall be granted to the employee with the better qualifications as determined by the Principal.

Section 11. At the beginning of each semester, the School shall provide the Union with a list of any employees on "leaves of absence".

Section 12. The School shall inform the Union of any intended transfer in work position for employees during the calendar year.

Section 13. Regardless of when they occur during the calendar year, the School shall inform the Union of any promotions or changes in professional classification for employees as they occur whether or not such changes or promotions involve transfers in work positions. All such notifications of any vacancies, transfers, leaves, etc. shall be given by the School to the Union President in writing within one (1) week.

Section 14. Upon request, the School shall make available to the President(s) of the Union, a copy of the minutes of all non-executive session Board meetings.

Section 15. The Union President(s) and/or her designee shall have the right to attend all non-executive session Board meetings.

Section 16. The Principal shall, no less than fourteen (14) days prior to any decisions on the matter, discuss with the Union any proposed reductions or increases in professional staff positions or assignments involving employees. In the event of any job reductions, the Principal shall discuss with the Union possible alternatives to layoffs. The Union shall have ten (10) working days to provide its position regarding the matter.

Section 17. The Principal shall, prior to any decisions on the matter, provide the opportunity to discuss with the Union any new programs, experimental research projects and changes in programs which involve, either directly or indirectly, employees.

Section 18. One (1) week before the opening of School each year, the School shall provide the Union with the names, addresses and assignments of all employees and with faculty rosters of the School.

Section 19. The School shall provide the names and contact numbers of the Benefit Administrators of all plans and invite them on site to meet and provide employees with a full explanation of all fringe benefits employees are receiving and/or which are optionally available.

Section 20. Upon the request of either party, the designated Union Representative and the Principal shall meet to discuss matters pertaining to the School.

Section 21. Whenever members of the bargaining unit are mutually scheduled by the parties to participate during working hours in conferences, meetings or in negotiations regarding the collective bargaining agreement, they shall suffer no loss in pay.

Section 22. All past practice, procedures and/or special agreements made by employees prior to this Agreement are null and void unless explicitly set forth in this Agreement.

ARTICLE 5 DEFINITIONS

Where used in this Agreement:

1. "School" shall mean the campus located at 1007 Laurel Oak Road in Voorhees, New Jersey.
2. "Executive Director" shall mean the person so designated by the School as the chief administrative officer of the School.

3. "Principal" shall mean the person so designated by the School as the chief educational officer of the School.
4. "Union". When referring to whom the Principal and/or her designee will meet on contact-related issues, the term "Union" shall mean the School teacher(s) elected to serve as union President(s) or their designees.
5. The singular shall include the plural.
6. The feminine shall include the masculine.

ARTICLE 6

GRIEVANCE PROCEDURE

Section 1. It is the intention of the parties that all grievances arising from a complaint or violation of any provision of this Agreement shall be amicably disposed of as quickly as possible and for that purpose, the following procedure shall be adopted:

a. An attempt shall be made to resolve any complaint, provided the employee gives notice to the Principal within five (5) working days of the situation giving rise to the complaint, by discussion between the employee and the Principal, and, if the employee or the Principal so desires the authorized Union Representative and the Principal. The Principal shall issue her decision within five (5) working days.

b. The decision of the Principal may be appealed to a three-member grievance panel (the "Panel"). For each grievance, the Panel shall be comprised of one (1) person selected by the School, one (1) person selected by the Union and one (1) person who shall be selected by mutual agreement between the School and the Union, such person shall be selected from a list of persons provided by the School to the Union. The School and the Union must appeal the decision of the Principal to the Panel, in writing, within five (5) working days after the decision of the Principal. The Panel shall meet within ten (10) working days of the filing of the appeal. Thereafter, the Panel shall, within five (5) working days after meeting make a decision and communicate that decision in writing to all parties to the grievance.

c. The decision of the Panel may be appealed by the Union to the American Arbitration Association for arbitration under its rules within fourteen (14) calendar days of the determination of the Panel. The arbitrator's scope is limited to the application and interpretation of the provisions of this Agreement. The arbitrator shall have no authority to add to, delete from or modify this Agreement. The decision of the arbitrator shall be final and binding upon the parties. The cost of the arbitrator shall be shared equally by the parties.

Section 2. Additional time allowance at a specific step of this grievance procedure may be granted by mutual agreement in writing by the parties.

Section 3. Conferences, meetings, and hearings held under this procedure shall be scheduled at a time and place which will afford a fair and reasonable opportunity for all persons to be present to attend, including witnesses.

Section 4. Any employee whose participation and presence is necessary at an arbitration hearing shall suffer no loss of pay or reprisal.

Section 5. No person shall employ the use of any visual or sound recording devices at any stage or step of this procedure without the prior written approval of both parties.

Section 6. Failure to communicate a decision by the School at any step of this procedure within the specified time limit shall permit the Union to advance to the next higher step within the time periods set forth herein.

ARTICLE 7 ASSIGNMENTS & NOTIFICATION

Section 1. No later than March 15th of each School year, course and grade preference cards shall be distributed to all employees.

Section 2. The School shall notify each employee of its intent to rehire by April 1st of each year or two days after the employee's return if April 1st occurs during a School break.

Section 3. A tentative grade assignment and/or subject for the next School year shall be presented to each employee by June 1st of the current School year.

Section 4. All employees shall return their intent to return/not to return to employment for the following School year letters no later than one (1) week following receipt of that letter.

Section 5. An employee who questions her tentative assignment may meet with the Principal and a Union Representative, if so requested. Changes in professional assignments will be based on consideration of the employee's areas of certification, expertise and preference.

Section 6. Tentative master schedules of assignments for the School shall be provided to the Union by July 15th of each year and shall be available for review by teachers.

ARTICLE 8 SUMMONING PROCEDURE

When an individual is summoned for a formal conference with the Principal, defined as one involving imposition of discipline upon an employee, the following guidelines shall be observed:

1. Notification to all participants shall be in writing.

2. Scheduled date, unless an emergency is involved, shall be within three (3) School days following the employee's receipt of the summons.
3. The written summons shall include:
 - a. Time, date and place of conference; and
 - b. Reason or reasons for the conference.
4. Whenever an employee is required to report to the above-mentioned office for a meeting that is disciplinary in nature, the employee shall be entitled to request and be accompanied by a Union Representative. However, if an employee is required to report for a meeting and was not notified in advance that the meeting was disciplinary in nature and that, during the course of the meeting, it becomes disciplinary in nature, the employee shall be entitled to request and be accompanied by a Union representative. If at any time a Union Representative is not available to participate in the meeting referenced in this Section, the School shall postpone the meeting until such time as a Union Representative is available. Notwithstanding the foregoing sentence of this Section, should a Union Representative not be available to meet with the School within 72 hours of the conclusion of the meeting referenced in this Section, the School may proceed without the input of the employee requesting Union representation. During said 72 hour period, the School may suspend the employee. Said 72 hours shall not count time that occurs on weekends (i.e., between 3:30 p.m. on Friday through 8:30 a.m. Monday). Notwithstanding anything else in the Section to the contrary, in an emergent situation in which it is necessary to interview an employee immediately because of an imminent danger to persons or property or other reason of similar magnitude and a Union Representative is not immediately available, the School need not wait 72 hours, but may require the employee to participate in the interview in the presence of an immediately available Union Representative or other bargaining unit employee witness even if there are potential disciplinary consequences to the employee.

ARTICLE 9 OBSERVATIONS

Section 1. All observations of an employee's work performance shall be conducted openly and with full knowledge of the said employee. Eavesdropping, public address or other audio/visual systems — and all other surveillance devices shall not be used.

Section 2. Employees will receive at minimum one (1) formal observation at least every other year by the Principal or her designee and will have at least 48-hours' notice prior to the formal observation taking place. Employees may be observed informally but not unreasonably throughout the year without any notice.

Section 3. The Principal or her designee will make her best effort to provide employees with a written summary of the formal observation within two (2) weeks from the date of the formal observation. Employees will sign to indicate receipt of the summary. The employee's signature does not necessarily indicate agreement with the observation. Employees must raise all objections

to a written summary of a formal observation within two (2) weeks of receipt of the written summary; any objections of the employee must be in writing sent to the Principal.

Section 4. In the event an employee disagrees with the written summary, she may submit her reason(s) for disagreement in writing to the Principal.

Section 5. The summary will be prepared by the individual who conducted the formal observation. These observations are to be seen only by those who have a need to know as part of their official capacity.

Section 6. A post-conference meeting between the employee and Principal or her designee shall be held within two (2) weeks of the formal observation.

Section 7. If the formal observation results identify unsatisfactory performance areas, the Principal may require said employee to attend a designated in-service course or other training in an area in which the School feels the employee has to grow within her area of responsibility or field. The costs of said in-service course or other training shall be paid by the School.

ARTICLE 10 JOB SECURITY

Section 1. First year employees may be dismissed for any reason at any time during the School year. Such dismissal shall not be subject to the grievance and arbitration procedures of this Agreement.

Section 2. Second and third year employees may be dismissed for any reason at the end of the School year. Such dismissal shall not be subject to the grievance and arbitration procedures of this Agreement.

Section 3. In the fourth year of employment and thereafter, absent events that warrant just cause termination on their own or otherwise satisfy the just cause standard for discipline, an employee may not be dismissed for poor performance unless the employee has received three (3) written unsatisfactory observations within an eighteen (18) month period. Each observation shall be conducted by the Principal or her designee, provided that the designee is a qualified educator, and will identify the specific areas in need of improvement. After any unsatisfactory observation, the Principal may designate an in-service course or other training that addresses the areas in need of improvement. The School shall pay the cost for that required in-service course.

Section 4. If an employee disagrees with her observation, the employee may request a second observation with a mutually agreed upon educator who is not in the bargaining unit.

Section 5. Teachers employed with the School less than four (4) years will receive an annual evaluation. Teachers employed four (4) years or more will be evaluated every other year. It is agreed that more frequent evaluations may be necessary when a teacher has received an unsatisfactory evaluation to determine if dismissal or other actions may be warranted. An

employee's discipline and/or discharge shall be subject to the grievance procedure as set forth in Article 6 of this Agreement unless stated to the contrary in another section of this Agreement.

Section 6. The parties agree that no observation and/or written warning need be given to an employee before she is discharged, if the cause of the discharge is:

- a. Calling or participating in an unauthorized strike or walkout during the life of the contract;
- b. Use or being under the influence of unauthorized substances/alcohol during working hours, including lunch time or preparation periods;
- c. Proven theft or dishonesty;
- d. Unprovoked assault on teachers, administration, students and/or parents;
- e. Making of terroristic threats or threats of physical violence, actual or implied;
- f. Possession of a firearm or dangerous weapon on School premises;
- g. Any conduct including illegal or improper use of the employee's position which involves staff, students and/or fellow employees or results in a felony conviction which might, at the sole discretion of the administration, cast a bad reflection on the reputation and/or integrity of the School;
- h. Immorality;
- i. Refusal to follow a direct order/written directive from the Principal and continuation of the same insubordinate conduct after receiving written notice; and/or
- j. Falsification of School records.

Section 7. No bargaining unit member shall be disciplined, reprimanded, reduced in rank or compensation, suspended or discharged without just cause. Any such action asserted by the School shall be determined on a case-by-case basis and take into account the nature of the offense, the number of previous offenses, length of service and the general employment record of the bargaining unit member and shall be subject to the grievance procedure, unless the gravity of the offense is so egregious, it alone constitutes just cause.

ARTICLE 11 CLASSROOM VISITATIONS

No visitors shall be in the classroom without prior written approval from the Principal. The School should give as much prior notice to the teacher of the visitation as is practical under the circumstances.

ARTICLE 12 PERSONNEL RECORDS

Section 1. There shall be one official personnel file for each employee which shall be maintained in the appropriate administrator's office.

Section 2. No anonymous material shall be placed in the official personnel file.

Section 3. No evaluation, performance and/or disciplinary material shall be placed in the official personnel file unless the employee has received a copy and signed the original. Signing the document does not necessarily indicate agreement. If the employee refuses to sign the original, it will be duly noted and placed in the official personnel file.

Section 4. The employee shall have the right to answer in writing within thirty (30) days any material in the official personnel file and said answer shall be attached to the material and become part of the official personnel file.

Section 5. Employees shall be permitted to review their official personnel file within three (3) business days of their written request to the Principal, and they shall be furnished with a single copy of each requested item in the file at no cost. The review of the official personnel file must be done in the presence of the Principal or her designee. Employees may also authorize a Union Representative to examine their personnel file on their behalf and shall be furnished with a single copy of each requested item in their official personnel file at no cost. Such authorization shall be in writing. The Principal and other relevant members of management will also have access to the file.

Section 6. Disciplinary documentation contained in the official personnel file that is older than eighteen (18) months shall not be considered by the School in imposing further discipline.

ARTICLE 13 STAFF MEETINGS

Section 1. All faculty members shall attend staff meetings and staff trainings as directed by the Principal. Notwithstanding the foregoing, part-time faculty members shall not be required to attend more than four morning faculty meetings that occur on days where they are not otherwise scheduled to work until the afternoon session; there shall be no limitation on attendance at faculty meetings that otherwise occur immediately prior to the faculty member's class assignment.

Section 2. Excused absences shall include (but are not limited to):

- (a) Not a regularly scheduled workday;
- (b) Employee on an excused leave of absence; and
- (c) Use of a PTO day, per the notice provisions in Article 16.
- (d) Reported traffic — must be phoned in before start of meeting — excessive use of this excuse may result in disciplinary action.

Section 3. Copies of the meeting's agenda shall be provided to employees where available.

Section 4. All employees shall have the opportunity to meet with colleagues during a scheduled cohort meeting.

ARTICLE 14
PARENT CONFERENCES

Section 1.

(a) Parent conferences shall be scheduled in the Fall from 8:30 am to 3:30 pm and from 4:30 pm to 8:30 pm.

(b) Parents and/or teachers may also request a second “optional” conference. This optional conference will occur during the School day, if possible, with the understanding that it will be scheduled before or after School, if necessary to accommodate parents’ schedules.

Section 2. K-5 teachers will have conferences in the spring. Middle School conferences will be scheduled between parents and teachers as needed.

ARTICLE 15
LEAVES OF ABSENCE

Section 1. Bereavement Leave

Five (5) days of bereavement leave will be granted in the event an employee suffers a death in her family, defined as parent, step-parent, parent-in-law, domestic partner/civil union, spouse, child, brother, sister. Two (2) days of bereavement leave shall be granted in the event the employee suffers a death of a niece, nephew, aunt, uncle, brother-in-law, sister-in-law or grandparent. While employees are eligible for two (2) or five (5) days, they can choose to take less than two (2) or five (5) days. The term “child” shall mean the employee’s own dependent child, foster child for which she has legal foster care responsibility, and/or a child for whom the employee has overall parental responsibility on an established basis and who is living in the household of the parent. For part-time employees, bereavement leave allowance will be prorated.

Section 2. Maternity Leave

Upon written request, an employee with less than one (1) year of completed service, who becomes pregnant, shall be granted a leave of absence without pay. Employees who have completed between one (1) year and three (3) years of service, upon written request, shall be granted a leave of absence and shall be paid 50% of their salary for up to thirty (30) days in one (1) school year. For those employees who have completed their third year of employment, upon written request, shall be granted a leave of absence and shall be paid up to thirty (30) days of their salary in one (1) school year for one (1) maternity leave. Employees may not carry any unused portion of the thirty (30) days into the next school year. The leave of absence may not extend beyond the opening of the second school year following the birth of the child or termination of pregnancy. Said leave shall be requested no later than the fourth (4th) month of pregnancy and shall begin at the discretion of the employee. During the maternity leave, the employee shall continue to accrue seniority for ninety (90) days following the birth of the child. After the 90th day of leave, the employee may elect to return to her position or take a maternity leave of one (1) year. The employee will accrue no seniority during the maternity leave. An employee who wishes to return from maternity leave must notify the School at least four (4) weeks prior to the exact date of her return, unless there are

extenuating circumstances. An Employee required to be absent because of disabilities arising from pregnancy or maternity shall be permitted to use available discretionary leave time. For the purpose of this Agreement, the adoption of a child to age six (6) shall be considered a maternity and all provisions of this section shall apply. Upon written request, this leave shall be extended for one (1) additional year by mutual agreement. For part-time employees, maternity leave allowance will be pro-rated.

Section 3. Paternity Leave

Paternity leave on the same basis as maternity leave shall be available to male employees. It is understood that employees using such leave will not obtain employment elsewhere during the hours they would have worked at the school. For part-time employees, paternity leave allowance will be pro-rated.

Section 4. Family and Medical Leave Act (FMLA) and New Jersey Family Leave Act

The School will grant leaves of absence in compliance with federal and state laws to all employees eligible for such leaves of absence. The School's policies and procedures shall govern in connection with leaves of absence.

Section 5. Jury Duty

Any employee who is scheduled for jury duty in any court during School hours shall be paid any difference between their salary and jury pay, up to a maximum of five (5) days per School year. Additional paid jury duty days may be granted at the discretion of the Principal.

Section 6. Leaves of Absence

Leaves of absence without pay shall be granted to employees employed at least ten (10) years who requested such leave for a period of one (1) year. One year leaves of absence without pay may not be taken for vacation or other employment. Such one year leaves only may be taken for educational purposes or for extenuating circumstances, both of which will require detailed documentation verifying the reason for the leave and an outline of the course of study, where applicable.

Requests for such leave shall be made by March 1 of the prior year, whenever possible. Employees employed less than ten (10) years may be granted a one year unpaid leave of absence at the discretion of the Principal.

Employees on leaves may continue their medical insurance participation in accordance with applicable federal and state law and any applicable plan documents.

Employees on such leaves shall not accrue but shall not lose any seniority while on leave, except as otherwise provided for in this Agreement. Unauthorized taking of a one year leave of absence shall subject an employee to disciplinary action.

Section 7. Military Leave

Leave of absence for the performance of duty with the United States Armed Forces or with a reserve component thereof shall be granted in accordance with applicable law.

Section 8. Union Leave

The person designated as the Union Representative shall be entitled to up to a total of two (2) days with pay annually for leave for Union business. All such requests shall be made by the Union Representative to the Principal in advance. The Union shall notify the Principal annually of who the Union Representative is for purpose of receipt of the two (2) days annual leave and pay under this Section.

ARTICLE 16
PERSONAL DAYS OFF

Section 1. Accrual of PTO Days

The following is a breakdown of Personal Days Off ("PTO") based on the number of years of employment with the School:

- (a) Full-time employees hired after September 1, 2013 may earn a maximum of ten (10) PTO days in the following manner:

(1)	First year of employment	Six (6) PTO days
(2)	Second year of employment	Seven (7) PTO days
(3)	Third year of employment	Eight (8) PTO days
(4)	Fourth year of employment	Nine (9) PTO days
(5)	Fifth year of employment and thereafter	Ten (10) PTO days

(6) Notwithstanding anything to the contrary in the schedule above, any employee who, as of the effective date of this Agreement, is otherwise entitled to twelve (12) or thirteen (13) PTO days based upon the terms and conditions of the 2013-2017 CBA, shall be entitled to that amount of PTO days for the term of this Agreement in accordance with the balance of this Article of this Agreement.

- (b) For part-time employees, PTO days will be prorated. For example:

If a new hire is scheduled to work five (5) full days the employee is eligible for the full PTO allocation (i.e., six (6) full PTO days).

If a new hire is scheduled to work four (4) full days, the employee is eligible for eighty percent (80%) of the full PTO allocation (i.e., 4.5 PTO days).

If a new hire is scheduled to work three (3) full days, the employee is eligible for sixty percent (60%) of the full PTO allocation (i.e., 3.5 PTO days).

If a new hire is scheduled to work two (2) full days, the employee is eligible for forty percent (40%) of the full PTO allocation (i.e., 2.5 PTO days).

If a new hire is scheduled to work one (1) full day, the employee is eligible for twenty percent (20%) of the full PTO allocation (i.e., 1 PTO day).

If a new hire is scheduled to work five (5) half days, the employee is eligible for three (3) full PTO days (i.e., they are entitled to half the amount of time as they are scheduled half the time).

While full-time employees increase PTO time by one (1) full day each year of service up to a maximum of ten (10) PTO days, part-time employees increase at the pro-rated rate (e.g., a second year part-time employee that work five (5) half days, will increase their PTO eligibility by 0.5 days each year.

- (c) Employees have the option at any time during the School year, as the need may arise, to voluntarily donate up to two days of their annual PTO days for that year to a voluntary sick bank. Employee(s) must exhaust all of their accrued and current PTO days before requesting to the Principal to use days from the voluntary sick bank. There will be no carryover of unused PTO days remaining in the sick bank at the end of the School year. Unused PTO bank time will be returned to contributing employees based upon a last in/first out (back) process.

Section 2. Usage of PTO Days

- (a) PTO leave shall be available to employees under the following conditions:
 - (1) The employee shall give at least 24-hours' notice prior to using a PTO day, except as noted below.
 - (2) Employees may take no more than three (3) consecutive PTO days, except for an excused absence. Excused absence shall mean (i) sickness, (ii) sickness of a child, parent or other dependent person living in the same household or (iii) with permission of a valid excuse approved by the Principal, following not less than five (5) working days' notice, if possible, of the need for greater than three (3) days of consecutive PTO. Vacation and outside work shall not be considered a valid excuse. In cases of sickness, more than three (3) consecutive days of absence will require a doctor's note. Additionally, a family event, with the prior written approval of the Principal, may be considered a valid excuse for taking more than three (3) consecutive PTO days up to five (5) PTO days.
 - (3) Employees may only use such days before or after a scheduled School vacation with not less than five (5) working days advance written notice and

- only upon authorization by the Principal to ensure that not too many teachers have requested to use PTO days for the same time period.
- (4) A “four day weekend” (Saturday and Sunday plus two (2) PTO days) shall be a valid use of a PTO day so long as adequate advance written notice (five (5) working days) is provided and advance approval of the Principal is obtained to ensure that not too many teachers have requested to use PTO days for the same time period.
 - (5) Employees who take unauthorized PTO days may be subject to disciplinary action. No discipline will occur in the event of an unforeseeable emergency.
 - (6) In cases of an unforeseeable emergency, the employee shall notify the School as soon as possible thereafter.
- (b) School is in session provided the Principal approves such request as the Principal needs to ensure that not too many teachers have requested to use PTO days for these days. However, the employee must provide at least five (5) working days’ notice of her intention to use a PTO day for this purpose.
- (c) In the event an employee or her family member has a medical emergency, the employee may use PTO days voluntarily donated by other teachers.
- (d) On School days when students attend classes for one half day and the other half of the day is an in-service day, employees who do not stay at School for the in-service training will be charged a full PTO day for their absence.
- (e) Employees shall suffer no loss of pay and shall not be charged with use of PTO days for absences from School because of School or School-related quarantines imposed by the Board of Health or other appropriate state or local authority. If the School year must be extended to make up the days when School was closed for quarantine, there will be no additional compensation.
- (f) Any unused PTO days at the end of each School year will be paid out within thirty (30) days after the end of the School year at \$72.00 per day.

ARTICLE 17 CALENDAR

Section 1. Scheduling of the School calendar is at the discretion of the School, with input from the Union. It is the goal of the School to schedule 175 student days per School year.

Section 2. The School year shall generally run from September 1 up to two (2) days after the last day students attend classes in June, except if Labor Day falls early. In such cases, there may be a single in-service day prior to September 1 on the Thursday before Labor Day (at which lunch and child care will be provided). The last day of School for students shall be a half day.

Section 3. The calendar shall include up to six (6) in-service days per School year that must be attended by all full-time and part-time faculty.

ARTICLE 18
WORKING CONDITIONS

Section 1. When a teaching assistant is assigned work in excess of 7.5 hours a day, she shall be paid on a pro-rata basis as to her daily salary.

Section 2. All teachers shall attend School programing as noted below and/or programs as scheduled by the Principal:

Required Evening Programs for Judaic Studies and General Studies Teachers:

Back to School Event
Back to School Night
Grade level program
Parlor Meetings
Parent-Teacher Conferences
Graduation

Additional Required Evening Programs for General Studies Teachers:

Science Fair/Math Night
Authors Night

Additional Required Evening Programs for Judaic Studies Teachers:

Zimrikudiyah

Required Evening Programs for Specialists:

Back to School Event
Graduation
Science Fair/Math Night: SCIENCE TEACHERS ONLY
Zimrikudiah: MUSIC & ART ONLY

Required Daytime Programs for General Studies Teachers:

Grandparents Day
Parent-Teacher Conferences
Lag BaOmer
Thanksgiving

Required Daytime Programs for Judaic Studies Teachers:

Grandparents Day
Parent-Teacher Conferences
Purim
Passover Seder
Lag BaOmer

Required Daytime Programs for Specialists:

Lag BaOmer

Grandparents Day
Parent-Teacher Conferences

Section 3. When a teacher is absent from School, the School shall provide coverage for all of the teacher's duties, except in an emergency situation.

Section 4. The Principal shall inform each teacher in writing at least one (1) month in advance of the scheduled date report cards are to be sent to parents.

Section 5. Employees' home telephone number and/or e-mail addresses shall not be given to parents without prior authorization from the employee.

Section 6. A central file for students' records shall be established and shall be accessible for teachers' use. Relevant health information regarding students shall be shared with teachers by the nurse.

Section 7. The School shall email to teachers and place in each teacher's mailbox a copy of any handout that is sent to the parents regarding the students in her class.

Section 8. Teachers shall arrive to work and be in their classroom at least twenty (20) minutes prior to their start time with students. Therefore, teachers working in the Preschool and K through 8 shall be in their classrooms no later than 8:10 am if they meet with their students at 8:30 am; 9:10 am if they meet with their students at 9:30 am, etc.

Section 9. Dismissal shall occur at 3:30 pm Monday through Thursday, 3:00 pm on Fridays and 12:30 pm on half days. The parties agree that all teachers working in the pm will participate in dismissal duty at the end of the School day. For security reasons, all teachers will sign out in the office at the end of the day after their class is dismissed and their dismissal duty is completed. The School will work with observant teachers to make reasonable accommodations to their work schedules to accommodate their Sabbath.

Section 10. Pay checks shall be offered in twenty-six (26) and twenty-two (22) installments. The Finance Director shall publish a schedule for said payments in September of each year of the Agreement.

Section 11. The School shall provide employees with the option to participate in direct deposit.

Section 12. Teachers who work a full school day shall have a 45-minute continuous duty-free lunch period on that school day. It is understood that during certain events, such as Lag BaOmer, the School may not be able to guarantee a duty free lunch.

Section 13. The Principal will make every effort not to use more than two (2) 45-minute lunch meetings per week for staff meetings.

Section 14. The School shall provide a budget for supplies to each Teacher. School supplies must be purchased through the School. Individually incurred expenses for School supplies will not be reimbursed unless the teacher receives the prior written approval from the Principal. Any reimbursement shall be in accordance with the expense reimbursement policies and practices of the School.

Section 15. Faculty that are required to report to School in the summer for parent meetings will be compensated at the rate of forty dollars (\$40.00) per hour in attendance at those meetings. There will be no additional compensation for room set up. In order to be compensated for summer work, an employee must first obtain the prior written approval of the Principal.

ARTICLE 19 TEACHING ASSISTANTS

Section 1. The job requirements of a teaching assistant shall be to aid their assigned teacher in performing any duties that are required in fulfilling the educational process or any other educational assignments given by the Principal such as, but not limited to, recess duty, bus duty and lunch duty.

Section 2. Teaching assistants who are assigned as a teacher for an extended period of time exceeding three weeks (15 working days) will be paid at the greater of their rate of pay or the lowest teacher rate of pay for the period commencing after three weeks (or 15 working days).

ARTICLE 20 SAFETY AND HEALTH

The School agrees to comply with all applicable state, federal and local health and safety regulations.

ARTICLE 21 SUMMARY STATEMENTS

Section 1. Employees shall receive annual summary statements at the beginning of the School year containing at least the following information:

- a. PTO days available;
- b. Such additional information as may be appropriate to add to this list from time-to-time by mutual agreement;
- c. Employees leaving the School shall receive a summary within three (3) weeks after the date their resignation is effective.

ARTICLE 22 SENIORITY

Section 1. Seniority shall be determined by the number of complete continuous years of service at the School in the position the employee is fulfilling in the building. The intent of the

foregoing is to grant seniority based upon job classification and not simply length of employment with the School.

Section 2. An employee's seniority shall commence after the completion of the third year of teaching at the School and shall be retroactive to the date of employment. For purposes of layoff, elimination and/or reduction of classes and/ or recall, a more senior teacher may bump a more junior teacher if the more senior teacher is qualified for the position as determined by the Principal. If a full-time position is offered to a part-time employee, the part-time employee must be willing to work the full-time schedule to retain the position. Except during the leaves of absence, seniority shall accrue continuously.

Section 3. Teaching assistants who become teachers shall not lose the number of years they served for the purpose of seniority as a teaching assistant. Teaching assistant seniority is not transferable to count as teacher seniority.

ARTICLE 23 RE-EMPLOYMENT RIGHTS

Section 1. Employees displaced as a result of a work-force reduction shall be entitled to re-employment rights for up to eighteen (18) months following their date of lay-off.

Section 2. Re-employment shall be in reverse order in which displacement occurred; that is, the last person displaced shall be the first person re-employed, provided that it is an area for which the senior person is qualified. Upon re-employment, full credit shall be given for previous years of service.

Section 3. The School shall not hire any new employee for any position for which a displaced employee is qualified until such employee is first offered the position.

ARTICLE 24 COMPENSATION

Section 1. Wages — Employees will receive the following increases:

(a) No later than July 1, 2019, employees shall receive a payment consisting of: (1) an amount equivalent to 1.0% of their base salary actually paid in School year 2018-2019 and (2) an amount equivalent to 1.75% of their base salary actually paid in School year 2018-2019. The amount set forth in this Section 1(a) (1) (i.e., 1.0%) shall be added to employees' base compensation for purposes of calculating the base compensation for School year 2019-2020.

(b) September 1, 2019 (for School year 2019-2020): 1.5% base increase

(c) September 1, 2020 (for School year 2020-2021): 1.5% base increase

(d) September 1, 2021 (for School year 2021-2022): 1.5% base increase

(e) In addition to the base increases for School years 2019-2020, 2020-2021 and 2021-2022, the School's Board of Trustees (the "Board") shall meet at the conclusion of each said School year to reasonably consider whether the School can make an additional

compensation payment to teachers via a discretionary year-end bonus based upon the overall financial position of the School for that given School year. While the Board shall reasonably consider a discretionary bonus to Teachers, no bonus is guaranteed and the failure of the Board to award a bonus and/or the amount of any bonus awarded, if any, shall not be subject to the Grievance and Arbitration provisions of this Agreement.

Section 2. Educational Differential

Teachers with a Master's level in their field of expertise shall receive additional compensation in the amount of \$1,500 in each year of the Agreement. As this differential is not part of the employee's base rate, it will be listed as a separate payment on the salary schedule provided to employees. To be eligible for the educational differential, the employee must provide acceptable proof to KBA's Business Office of successful completion of her Master's degree from an accredited college or university. The educational differential shall only be paid prospectively based upon an employee's provision of acceptable proof of eligibility for the educational differential; there shall be no retroactive educational differential payments made for years in which an employee did not seek the educational differential with acceptable proof of eligibility.

Section 3. Extra-Curricular Wages

Bargaining unit members will be compensated at \$40 per hour for extracurricular after-school duties. All extracurricular positions are dependent upon sufficient enrollment to support the class. This additional compensation shall not apply to the programs set forth in Article 18, Section 2.

Section 4. Overnight Trips

Employees who accompany students on overnight trips shall be compensated at the rate of \$100 per day. These employees also will receive one additional discretionary day per trip regardless of the number of days on a particular trip. This extra compensation and discretionary day does not apply to School-paid trips to Israel.

ARTICLE 25 FRINGE BENEFITS

Section 1. Retirement Plan

Employees may enroll in the KBA Retirement Plan (hereinafter referred to as "Plan") on the first day of School in September each year. New employees may enroll in the Plan on their date of hire. Employees will receive a 2% annual contribution to the Plan upon completion of 12 months of employment at KBA as required by the Plan. In return, employees must annually contribute at least 3% of their salary into the Plan. The employee may also opt to invest as much of his/her salary as allowed by law. No School action respecting said Plan nor any disputes relating to said Plan shall be subject to the Grievance and Arbitration provisions of this Agreement. All disputes between the School and the Union or employee(s) with respect to this Article of this Agreement shall be resolved in accordance with the procedures specified in the Plan or by applicable law. The School shall have no obligation to provide any benefit pursuant to this Article of this Agreement.

unless the employee completes and complies with all requests from the School and the Plan Administrator pertaining to the application/enrollment and eligibility requirements. Should the School determine, at any time, to modify the type of retirement plan offered by the School to its teachers, the School shall provide written notice to the President of the Union on or about the time the School goes to market to secure the alternative/replacement plan. Prior to selecting an alternative/replacement plan, the School shall provide the Union an opportunity to provide input into the plan preliminarily selected as the alternative/replacement plan.

Section 2. KBA Tuition Reduction

- a. Full-time teachers shall receive a fifty percent (50%) reduction in tuition per child to attend the School.
- b. Part-time teachers shall be entitled to the following reduction in tuition based upon the number of days they teach each week based upon a full-time equivalency.

<u>Full-Time Equivalency Days</u>	<u>Percent Tuition Reduction</u>
1 day	10%
1.5 days	15%
2 days	20%
2.5 days	25%
3 days	30%
3.5 days	35%
4 days	40%
4.5 days	45%

For clarification, each half day worked counts as a half day. For example, an Employee who works two (2) full days and one (1) half day has 2.5 days under the above chart and an Employee who works five (5) half days has 2.5 days under the above chart.

Section 3. Professional Development Reimbursement

Employees who notify the Principal in writing prior to the start of a course of their desire to take courses that qualify as continuing education including in-service, college or graduate courses, and that the Principal determines such course is relevant to such employee's position and the Principal approves the expense in writing, upon presentation of documentation that the course was taken and a passing grade earned, if applicable, the School shall reimburse the employee for the agreed upon cost of such course. The School also shall provide the employee with paid time off, without any loss of his/her PTO days to attend these courses. The School shall pay the entire cost of any mandatory courses that it either requires or requests an employee to attend. The School also shall provide the employees with paid time off, without any loss of their PTO days to attend these

mandatory courses. If an employee is at a course that was approved by the Principal in accordance with this Section of this Article of this Agreement and the employee wants to purchase a classroom resource at said course, the employee may purchase said resource and be reimbursed by the School up to \$50 without the prior written approval of the Principal. Teachers may purchase classroom resources while traveling in Israel and be reimbursed up to \$100 without the prior written approval of the Principal.

Section 4. Medical Benefits

1. Full-time employees may elect coverage under the School's group health insurance plan that the School selects. Notwithstanding anything in this Agreement to the contrary, the School shall have the right to modify plan benefits and co-pays in any plan offered. Employees will contribute, via payroll deduction, the amount determined by the School for single and dependent coverage over the amount the School determines it will contribute toward coverage. If for any pay period, there are insufficient wages due and payable to the employee to cover the premium to be withheld, the employee must submit directly to the School, not later than the employee's normal payday, the amount of premium owed by the employee. Notwithstanding the foregoing provisions of this Paragraph of this Article of this Agreement, (a) the School shall contribute no less than \$300 per month per employee toward the group health insurance offered by the School and elected by eligible employees and (b) once the School selects and implements a given group health insurance plan, the School may not modify the benefits provided under said selected plan during the plan's contract term without the prior agreement of the Union. In addition to the foregoing, the School shall provide written notice to the President of the Union on or about the time the School goes to market to secure a replacement for the group health insurance plan. Prior to selecting a replacement plan, the School shall provide the Union an opportunity to provide input into the plan preliminarily selected as the replacement plan.

2. Except as is otherwise required pursuant to the Internal Revenue Code of 1986 or the Employee Retirement Income Security Act of 1974 with respect to coverage under the insurance program set forth in Section 1 of this Article of this Agreement, coverage of an employee under the insurance program set forth in Section 1 of this Article of this Agreement shall terminate upon the earlier of: (i) the termination of this Agreement; (ii) the termination of seniority; or (iii) as otherwise permitted by applicable law.

3. Notwithstanding anything in this Agreement to the contrary, the School shall have no obligation to pay any of the costs of the coverage set forth in Section 1 of this Article of this Agreement on behalf of any employee who is engaged in activity in violation of Article 31 of this Agreement. To the extent that an employee is entitled to coverage under the insurance program set forth in Section 1 of this Article of this Agreement during the period that such employee is engaged in activity in violation of Article 31 of this Agreement, such employee shall be required to pay 102% (or the maximum otherwise permitted by applicable law) of the costs of such coverage, effective as of the first day of any such violative activity.

4. The School shall have no obligation to provide any coverage pursuant to this Article of this Agreement unless the employee completes and complies with all requests from the School and the insurance carrier pertaining to the application/enrollment and eligibility requirements. The

School's responsibility under this Article of this Agreement is limited to the payment of necessary premiums (its share) to purchase the insurance described in Section 1 of this Article of this Agreement. The School shall have no liability for failure or refusal of an insurance carrier to honor a claim or to pay benefits and no such action on the part of an insurance carrier shall be attributable to the School or constitute a breach of this Agreement by the School. Employees must be insurable at the same rates for said coverage as other employees in the group. In the event an employee is not insurable at the same rates as other employees in the group, the School shall have no further obligation to said employee under this Article of this Agreement. Under no circumstances shall the School be responsible for paying any benefits under this Article of this Agreement.

5. No dispute arising under or relating to this Article of this Agreement shall be subject to the Grievance and Arbitration provisions of this Agreement, except an allegation that the School has failed to pay the premiums required (its share) to purchase the insurance coverage. All disputes (except those alleging the School has failed to pay the premiums required (its share) to purchase the insurance coverage) between the School and the Union or employee(s) with respect to this Article of this Agreement shall be resolved in accordance with the procedures specified in the applicable insurance plan documents or by applicable law.

ARTICLE 26 SEVERANCE PAY

Full-time employees who retire after eighteen (18) completed School years with the School will receive a lump sum one-time payment of One Thousand Dollars (\$1,000.00) less applicable taxes in exchange for signing and not revoking a form of Agreement and Release to the satisfaction of the School.

ARTICLE 27 PREPARATION PERIODS

Employees shall be provided with five (5) prep periods on at least four (4) different days for employees who teach five (5) full days and a prorated number of preparation periods for those employees who teach less than the five (5) full teaching days.

ARTICLE 28 STAFFING

The School and the Union recognize the desirability of achieving optimum teaching-learning conditions by assuring workable class size. To this end, a committee will be established comprised of the Principal and a Union designee to discuss achieving this goal.

ARTICLE 29 SAVINGS CLAUSE

In the event that any provision of this Agreement is or shall at any time be held to be contrary to law by a court of last resort of New Jersey or of the United States or by a court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided for

doing so, all other provisions of this Agreement shall remain in effect and, within ten (10) days after such provisions have been held to be contrary to the law, the parties shall meet to negotiate a substitute provision.

ARTICLE 30
ZIPPER CLAUSE

It is agreed that this Agreement contains the full and complete agreement on all subjects upon which the parties did bargain or could have bargained and supersedes any prior agreements between the parties. Neither party shall be required, during the term of this Agreement, to negotiate or bargain upon any other issue. All matters not included in this Agreement shall be deemed to have been raised and disposed of as if covered herein. All subjects referred to in the management's rights clause shall likewise be deemed to have been raised and bargained to a conclusion.

ARTICLE 31
NO INTERRUPTION OF WORK

The Union and the School agree that differences between the parties shall be settled by peaceful means as provided in this Agreement. During the term of this Agreement, the Union shall not engage in instigating any strike, walkout, picketing, concerted refusal to report for work, slowdown or any other interruption of work by the Union or by any employee. This clause also specifically prohibits any employee from refusing to report for work or refusing to work due to the existence of a picket line. The School shall not lock out employees during the term of the Agreement. It is further understood that any employee who participates in a violation of this Article shall, in the sole discretion of the School, be subject to immediate discharge.

ARTICLE 32
HEADINGS CLAUSE

Any headings preceding the text of the Articles and paragraphs herein are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction or effect of any of the Articles and paragraphs of this Agreement.

ARTICLE 33
TERM OF AGREEMENT

This Agreement shall be effective from July 1, 2019, and shall continue in full force and effect through August 31, 2022, except the parties hereto may agree to extend the ending date of the Agreement. Any extension shall be evidenced by an agreement in writing, signed by both parties. If either party desires to terminate, modify, or amend this Agreement, it shall serve written notice on the other no later than ninety (90) days prior to the expiration date of the Agreement.

**KELLMAN ACADEMY FEDERATION
OF TEACHERS, LOCAL UNION NO. 6159**

By: Helene B. Sterling

Dated: 6/27/19

KELLMAN BROWN ACADEMY

By: Susan J. Levine

Dated: 6/27/19

Side Agreement Regarding Discipline
By and Between
Kellman Brown Academy &
Kellman Academy Federation of Teachers Local Union No. 6159

This Side Agreement (this "Agreement") is made and entered into this 27th day of June, 2019 by and between Kellman Brown Academy Federation of Teachers Local Union No. 6159 (hereinafter referred to as the "Union") and Kellman Brown Academy (hereinafter referred to as the "Employer"). The Union and the Employer are referred to hereinafter each as a "Party" or collectively as the "Parties".

The Parties acknowledge that they are parties to a collective bargaining agreement that is being executed contemporaneously herewith that is effective as of July 1, 2019 and is scheduled to expire at midnight on August 31, 2022 (the "CBA"). By way of further clarification of the language set forth in the CBA, the Parties hereby agree that, for purposes of the imposition of discipline, as set forth in the CBA or otherwise, including, but not limited to, Article 10, Section 7 of the CBA, the Employer may take into account student incidents and parental complaints.

Kellman Brown Academy

BY: Susany J. Levine
Sign
Susan J. Levine
Print Name
President
Title

**Kellman Brown Academy Federation of
Teachers Local Union No. 6159**

BY: Helene B. Sterling
Sign
Helene B. Sterling
Print Name
President
Title