

AGREEMENT

between

BOARD OF EDUCATION
OF
BOROUGH OF ALLENDALE

and

ALLENDALE EDUCATION ASSOCIATION

Covering School Years

1999-2000

2000-2001

and

2001-2002

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ARTICLE I

RECOGNITION

- A. The Board of Education of the Borough of Allendale recognizes the Allendale Education Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all teaching staff members, secretarial/clerical personnel and custodial/maintenance personnel with the exception of administrative personnel, the confidential secretary to the Superintendent and the Administrative Assistant to the Board Secretary.
- B. Unless otherwise indicated, when used hereinafter in this Agreement, the term "employees" shall refer to all employees, the term "teachers" shall refer to all teaching staff members, the term "secretaries" shall refer to all secretarial/clerical personnel and the term "custodians" shall refer to all custodial/maintenance personnel in the negotiation unit as above defined.

ARTICLE II

NEGOTIATION PROCEDURE

The parties agree to enter into collective negotiation over a successor agreement in accordance with Chapter 123, Public Laws of New Jersey, concerning terms and conditions of employment. Negotiations shall begin within thirty days of a request by either party, but not earlier than December 1 of the final year of this agreement. Proposals shall be mutually exchanged by the parties at the first negotiation session.

ARTICLE III

INSURANCE PROTECTION

The Board of Education will provide for each permanent employee working twenty (20) or more hours per week and his/her eligible dependents, if any, the following:

- A. North Jersey School Health Insurance Fund Plan
- B. Dental Plan (DELTA) - Maximum benefit \$1,500.00 per individual per year

Notwithstanding anything contained in this Agreement to the contrary, the insurance protection provided under this Article may also include a HMO and/or PPO option.

ARTICLE IV

NON-TEACHING DUTIES

No teacher shall be required to maintain the centralized attendance register.

No teacher shall be required to supervise the playground or the lunch room.

ARTICLE V

GRIEVANCE PROCEDURE

A. Definitions

Grievances shall be defined as follows:

1. A "grievance" is a claim by an employee or the Association based upon the interpretation application, or violation of this Agreement, policies or administrative decisions affecting the terms and conditions of employment of an employee, a group of employees or the Association.
2. A grievance based upon the violation of the expressed, written terms of this contract, if not resolved, shall terminate in final and binding arbitration.
3. A grievance based upon the interpretation, application or violation of board policies or administrative decision affecting the terms and conditions of employment, if not resolved at the Board level shall proceed to advisory arbitration. If the grievance is still not resolved either party may appeal to the administrative agency having jurisdiction in said matter.
4. A grievance based upon the interpretation, application, or violation of terms and conditions of employment established by statute or administrative rules or regulations shall be processed through Level Four of this procedure and may be appealed only to the appropriate

administrative agency having jurisdiction in said matters. Any disagreement with respect to the agency having proper jurisdiction for said matter shall be determined by the Public Employment Relations Commission (PERC).

5. A grievant is the person or persons making the claim or on whose behalf the Association is making the claim.
6. Days when used herein shall mean days when schools are in session, unless said grievance is presented at such time as to carry over into the summer months. In such case the grievance shall be pursued to completion as expeditiously as possible.

B. Purpose

1. The purpose of this procedure is to resolve disputes that arise involving the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting the terms and conditions of employment of an employee, a group of employees, or the Association. 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 employee 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.

C. Procedure

1. Time Limits

The number of days indicated at each level is a maximum and every effort should be made to expedite the process. The time limits specified may, however, be modified by mutual agreement.

2. Limitations on Filing

A grievance shall be initiated at Level One of this procedure within fifteen (15) school days of the date of the incident or occurrence giving rise to the grievance.

3. Level One - Principal or Immediate Superior

An employee with a grievance shall first discuss it with his principal or immediate superior, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

4. Level Two - Principal

If the grievance is not resolved formally to the satisfaction of the grievant, or if no response has been given by the principal or immediate superior within five (5) school days after the informal discussion, then the grievant shall file the grievance in writing with his principal or immediate supervisor within five (5) school days after the principal or immediate superior's response or ten (10) school days after the informal discussion,

whichever is sooner.

5. Level Three - Superintendent

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within five (5) school days after the presentation of the grievance at Level Two, he may file the grievance in writing to the Superintendent within five (5) school days after the decision at Level Two or ten (10) school days after the grievance was presented, whichever is sooner.

6. Level Four - Board

If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, he may, within five (5) school days after a decision by the Superintendent or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, file the grievance in writing to the Board of Education. The Board or a committee thereof shall review the grievance and may, at its discretion, hold a hearing with the employee and will render a decision in writing within thirty (30) school days of receipt of the grievance by the Board.

7. Level Five - Arbitration

a. If the aggrieved person is not satisfied with the

disposition of his grievance at Level Four, or if no decision has been rendered within thirty (30) school days after the grievance was delivered to the Board, he may, within five (5) school days after a decision by the Board or thirty-five (35) school days after the grievance was delivered to the Board, whichever is sooner, request in writing that the Association submit the grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within five (5) school days after receipt of a request by the aggrieved person.

- b. Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the Public Employment Relations Commission (PERC) by either party. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission.
- c. The arbitrator shall be limited to the issues submitted to him and shall not add to, subtract

from, or modify the terms of the Agreement.

- d. Arbitration meetings will be held at times other than the regular school day.
- e. Each party shall pay its own costs for arbitration preparation. The parties shall share equally the fee and the expense of the arbitrator and arbitration proceedings.

D. Rights of Employees to Representation

1. Employee and Association

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option by representative(s) selected or approved by the Association. When an employee 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.

E. Miscellaneous

1. Group Grievance

If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly. The processing of such grievance shall be commenced at Level Three.

2. Meetings and Hearings

All meetings and hearings under this procedure shall be conducted in private and shall include only such parties

in interest and their designated or selected representatives.

3. Written Decision

Decisions rendered at Levels Two, Three, and Four of this grievance procedure shall be in writing setting forth the decision and the reasons therefor and shall be transmitted promptly to all parties in interest and to the Association. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step.

4. Waiver of Grievance

Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance by the aggrieved of the decision rendered at that step.

5. Grieve-Work Rule

It is understood that all employees, including the grievant, shall during and notwithstanding the pendency of any grievance, continue to observe all directives and assignments and applicable rules and regulations of the Board and its administrators until such grievance and any effect thereof shall have been fully resolved.

GRIEVANCE FORM

Grievant's Name _____ Grievance No. _____

Work Location _____

Job Title and Grade _____

Immediate Supervisor _____

Description of Alleged Violation: _____

Date of Occurrence of Alleged Violation: _____

Remedy Sought: _____

Date of Level One Informal Discussion _____

=====

Level One: I am not satisfied with the outcome at Level One and wish to proceed to Level Two

Grievant's Signature _____ Date _____

=====

Level Two: Principal or Supervisor

Dated Received _____ Dated Answered _____

Disposition: Denied _____ Granted _____

Reason: _____

Principal or Supervisor's Signature _____ Date _____

I am not satisfied with the outcome at Level Two and wish to proceed to Level Three

Grievant's Signature _____ Date _____

=====

Level Three: Superintendent

Dated Received _____ Dated Answered _____

Disposition: Denied _____ Granted _____

Reason: _____

Superintendent's Signature _____ Date _____

I am not satisfied with the outcome at Level Three and wish to proceed to Level Four

Grievant's Signature _____ Date _____

=====

Level Four: School Board

Dated Received _____ Board Hearing Date _____

Date Answered _____

Disposition: Denied _____ Granted _____

Reason: _____

I am not satisfied with the outcome at Level Four and wish to proceed to Level Five

Grievant's Signature _____ Date _____

=====

Level Five: The grievant is not satisfied with the outcome at Level Four and the Association wishes to proceed to arbitration.

AEA Officer's Signature _____ Dated _____

ARTICLE VI

SICK LEAVE

1. Sick Days

All regularly employed ten month full-time personnel shall be entitled to ten (10) days sick leave per year with full pay and all regularly employed 12-month personnel shall be entitled to twelve (12) days sick leave per year with full pay. Personnel employed after September 1 will be granted sick leave pro-rated by the number of months remaining in the school year of employment at the rate of one (1) sick day per month. All unused sick days shall be cumulative.

2. Extended Absence Due to Illness

N.J.S.A. 18A:30-1, et seq. and 30-6; 30-7, will govern all actions of the Board in matters of extended absences.

When an absence due to illness extends beyond the accumulated sick leave, at its discretion, the Board of Education may pay the employee's full pay less the cost of a substitute for any length of time it determines, whether or not a substitute is employed.

3. Administration of Sick Leave Policy

Records of accumulated sick leave will be maintained by the office of the superintendent and be available upon request by the employee or his designated representative.

ARTICLE VII

MATERNITY/PATERNITY LEAVE OF ABSENCE

The Board of Education shall upon request grant maternity leave without pay to any pregnant employee. The leave shall be a maximum period of two (2) years unless extended by the Board. The Board of Education is not obligated to grant a leave beyond the school year for non-tenured employees.

Maternity leave shall be granted subject to the following conditions:

1. Notification of pregnancy must be made to the Board no later than the end of the fourth (4th) month; however, it is suggested that notification be made as soon as it is medically confirmed.
2. Where there exists a concern by the Superintendent of Schools, the employee shall furnish a certification from her physician that she is medically able to continue to work.
3. A statement from a physician certifying that the employee is physically able to return to duty shall be furnished to the Board before an employee is permitted to return from maternity leave.
4. Terminal dates for maternity leaves and reasonable requests for extensions or reductions in leave time may be granted so long as they do not substantially interfere with the administration of the school day. To preserve the continuity

of instruction and minimize the disruption to students, the Board reserves the exclusive right to determine the return date of the child rearing portion of the maternity leave.

Requests for a leave of absence beyond a school year shall be made no later than April 1. Failure to make a timely request may result in the denial of an extension of maternity leave.

5. Except as provided above, no employee shall be barred from returning to duty after the birth of her child solely on the ground that there has not been sufficient time lapse between the birth of her child and her desired date of return.
6. No employee on maternity leave shall, on the basis of said leave, be denied the opportunity to substitute on the provisions applied to a substitute teacher in the Allendale School District in the area of certification of competence.
7. Employees who become disabled as a result of their pregnancy are eligible to utilize accumulated sick leave. A statement from a physician confirming disability shall be furnished prior to a request for the use of disability leave before and/or after delivery. Emergency conditions beyond the control of the employee and acceptable to the Superintendent shall be granted.

Any employee adopting a child shall upon request receive similar leave which shall commence upon receiving de facto custody of said child.

8. All applicable portions of this maternity leave article shall also apply to paternity leaves of absence.

ARTICLE VIII

EXTENDED LEAVE OF ABSENCE

The Board of Education, upon the recommendation of the Superintendent of Schools, may grant a maximum of two (2) years leave of absence, without pay, to any tenured teacher.

Application for extended leave of absence will be made in writing to the Board, through the Superintendent, and a written reply will be returned to the applicant by the Board. Application for said leave shall be made at least six (6) months in advance of leave date except in emergency situations beyond the control of the teacher.

An extended leave of absence for personal reasons shall be granted to teachers with ten (10) or more years of service in Allendale. Each teacher is entitled to one (1) such leave during his/her teaching career in Allendale. This leave shall be granted without pay.

Extended leave of absence shall be granted to employees in cases where home care is needed for a husband, wife, child, or parent and where a written physician's statement is provided affirming such need. A similar leave will be considered in home care cases for other close relatives.

The teacher's date of return to the classroom should take into account the continuity of effective teaching and the least amount of disruption to the students. The date of return shall not be approved by the Superintendent of Schools if it interferes with the continuity of instruction.

ARTICLE IX

TEMPORARY LEAVES OF ABSENCE

A. The Superintendent of Schools may grant to any regularly employed teacher up to a total of ten (10) days emergency leave, with pay, per year, for the following reasons:

1. Death in the immediate family: five (5) consecutive work days. Immediate family shall be defined as:

Spouse
Children
Parent
Mother-in-law or Father-in-law
Sisters or Brothers
Sister-in-law or Brother-in-law
Grandparents
Grandchildren

2. Death of a relative, not a member of the immediate family: two (2) consecutive work days.

3. Serious illness or injury of a parent, spouse, or child: five (5) consecutive work days.

4. Abrupt illness of a child, spouse, or parent: one (1) work day per illness.

5. Personal Leave

Up to four (4) days, without loss of pay, for legal, family or personal business that is not related to employment outside of the district or does not result in financial remuneration, which necessitate the teacher's absence on a school day. Personal leave shall, however, not be granted on the first day of the school year.

Requests for personal leave which only serve to extend a weekend, holiday or vacation shall be denied. These days may not be accumulated. Except in instances beyond the teacher's control, written notice shall be given to the Superintendent two (2) days in advance of such leave; with regard to requests for personal days before or after a weekend, holiday or vacation, request for approval, together with the reasons therefor, shall be given to the Superintendent two (2) days in advance of such leave.

6. For purposes of subsection 1 only, only the first death in the immediate family shall count towards the maximum number of ten (10) days emergency leave.

B. The Superintendent may grant to any regularly employed noninstructional personnel the following emergency leave, with pay, per year, for the following reasons:

1. Up to four (4) days for legal, family, or personal business that is not related to employment outside the district or does not result in financial remuneration, which necessitates the employee's absence on a school day. Personal leave shall, however, not be granted on the first day of the school year. Requests for personal leave which only serve to extend a weekend, holiday or vacation shall be denied. These days may not be accumulated. Except in the instance beyond the individual's control, written notice shall be given to the Superintendent two (2) days in advance of such leave;

with regard to requests for personal days before or after a weekend, holiday or vacation, request for approval, together with the reasons therefor, shall be given to the Superintendent two (2) days in advance of such leave.

2. Death in the immediate family: five (5) consecutive workdays. Immediate family shall be defined as spouse, children, parent, mother-in-law, father-in-law, sisters, brothers, sister-in-law, brother-in-law, grandparents and grandchildren.

3. Death of a relative, not a member of the immediate family: two (2) consecutive work days.

C. For the 2000-2001 and 2001-2002 school year only, Section A shall also apply to noninstructional personnel. Effective June 30, 2002, Section A shall no longer be applicable to noninstructional personnel and only Section B shall apply to noninstructional personnel.

ARTICLE X

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

1. The Board of Education will pay for registration fees and other expenses, agreed upon in advance, for all employee attendance at required in-service courses, workshops and other educational programs.
2. The Superintendent of Schools may grant teachers up to two (2) days for the purpose of visiting other schools or attending meetings or conferences of an educational nature which will directly benefit this school system.

ARTICLE XI

PROFESSIONAL INCENTIVE COMPENSATION

A certified teacher who elects to continue his professional studies will be reimbursed by the Board of Education.

1. Courses must be taken in an accredited school, college or university.
2. The Superintendent of Schools must be notified prior to enrollment.
3. Courses must be directly related to the K-8 level of education or the area of the teacher's assignment and must be approved by the Superintendent of Schools.
4. Courses not directly related to the K-8 level of education or the area of the teacher's assignment must be approved by the Superintendent of Schools.
5. Tuition (credit hours, times rate) for a maximum of twelve (12) credit hours per fiscal year, July 1 to June 30, will be reimbursed at a rate not exceeding the per credit charge of Rutgers University, with the exception of two teachers whose names are set forth in a memorandum of agreement who shall be reimbursed in full, provided they remain matriculated in the master's degree program at Fordham University.
6. Reimbursement shall be contingent on continued employment and shall be made in the following manner unless the maximum dollar amount has been received:

Upon submission of a final grade of "B" or better, the tuition costs shall be reimbursed.

7. Official course transcript shall be submitted to the Superintendent of Schools.
8. Any course for which a teacher has been reimbursed and previously approved for credit as of the 1981-82 school year shall in all cases be applied toward column advancement.

ARTICLE XII

INSTRUCTIONAL COUNCIL

The Board of Education recognizes that the Instructional Council is a partnership of the Allendale Education Association and the Administration. The Board supports the principle of continuing teachers' active participation with the school administrators, Superintendent of Schools and Board of Education to review and discuss school problems, to exchange information and views, and better the understanding of each other's role in the educational process. The Instructional Council may approve a proposal and recommend honorariums for certificated staff members involved in the completion of the project. The payment of such honorariums shall be subject to the approval of the Superintendent of Schools and the Board of Education.

The Instructional Council will be comprised of six (6) teachers designated by the Allendale Education Association and three (3) administrators designated by the Board of Education, one (1) of which shall be the Superintendent of Schools or his/her designee.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

In accordance with State Law -- Senate, No. 1087 -- amending P.L. 1968 (C 303) - 11-53.

1. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

2. Statutory Clause

Nothing contained herein shall be construed to deny or restrict to the employees or the School Board such rights as either may have under New Jersey School Laws (including Chapters 123 and 303). The rights granted hereunder shall be deemed to be in addition to those provided by New Jersey School Laws.

3. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

4. Waiver

The failure of either party to exercise any right it may have under this Agreement shall not constitute a waiver of that right.

5. Modification

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 XIV

NOTIFICATION OF VACANCIES

1. The Superintendent shall deliver to the Association and the Association shall post in all faculty rooms a list of known employee vacancies which occur during the current school year or for the following school year.
2. Applications from employees received after a period of fourteen (14) calendar days need not be considered.
3. If a vacancy occurs during the summer months or the Holiday, Winter, or Spring Recesses, the Superintendent shall notify the AEA President, by mail or telephone, and shall attempt to notify all qualified personnel.
4. For all stipended extra-curricular activity positions, except spring sports, the Board shall, by May 1, post in each school building a list of positions which shall occur for the following year. Postings for spring sports shall occur by September 15 of the following school year. Postings shall include the salary for each position.

ARTICLE XV

CAREER DEVELOPMENT LEAVE

1. A teacher who has successfully completed seven (7) full time consecutive years of teaching in the Allendale School District, upon recommendation by the Superintendent, may be granted a leave of absence by the Board of one (1) year's duration for either graduate study or professional development in the area of the teacher's assignment.
2. Application for a leave beginning in the Fall must be made by November 1 of the preceding year. All applications must be made on the standard "Career Development" forms, which include an outline detailing the proposed program. A Board decision will be made within two (2) months of the date of application.
3. Only one (1) teacher may be on leave during any year and selection will be based upon the following:
 - A. Purpose of the leave.
 - B. Teacher's performance.
 - C. Needs of the District.
 - D. Availability of budgetary funds.
4. A teacher on leave shall receive one-half (1/2) the normal yearly salary, less authorized deductions and shall receive all benefits normally received, except for personal leave and sick leave. Upon return to the District, a teacher shall be advanced on the salary guide to the next step, so long as the

leave's purpose was successfully completed.

5. Every two (2) months during the leave, the teacher must complete a standard report form, available from the Superintendent, describing progress. All official transcripts must be submitted as soon as available.
6. Upon return, the teacher agrees to remain in the employ of the District for at least two (2) years, unless discharged by the Board. Failure to fulfill this obligation will require that the teacher repay the Board all, or a proportionate ratio, of the salary received while on leave.
7. No teacher may be granted more than one (1) career development leave while in the employ of the District.

APPLICATION FOR CAREER DEVELOPMENT LEAVE

_____ 20 _____

TO THE BOARD OF EDUCATION OF ALLENDALE:

I hereby apply for career development leave for the purpose of

_____ from _____ 20 ____ to
_____ 20 ____.

I have read the regulations of the Board of Education concerning career development leave and agree, if this application is granted, to comply with these regulations. If granted such leave, I shall continue in the service of the Allendale Public Schools for a period of at least two (2) years after the expiration of such leave. If I fail to continue in service, I shall repay to the Board of Education a sum bearing the same ratio to the amount of salary received while on leave that the unfulfilled portion of the two (2) subsequent years of service bears to the full two (2) years, unless I am incapacitated or discharged.

Purpose of the leave: _____

I have served as a _____ for _____
years, and have served the Allendale School as a _____
for _____ years.

Signature

Approved:

Superintendent

ARTICLE XVI
REPRESENTATION FEE

The Board of Education recognizes that under New Jersey State Law the Allendale Education Association has the right to request a representation fee to be deducted from the salaries of all employees currently under contract who are not members of the Association. The purpose of this fee will be to adequately offset the per capita cost of services rendered by the Association as majority representative. Employees hired on a part time basis shall pay an amount proportionate to that fraction of said member's salary as based on the salary schedule.

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be determined by the Association in accordance with the law.

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforementioned list of nonmembers during the remainder of the membership year. Deductions will begin with the first paycheck. The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken

by the Board in complying with the provisions of this Article, provided that:

- a. The Board will surrender to the Association full responsibility for the defense of such claim, demand, suit or other form of liability.
- b. The Board will provide the Association with timely written notice of any such claim, demand, suit or other form of liability and shall cooperate fully with the Association counsel in the preparation of its defense.

ARTICLE XVII

PAY FOR ACCUMULATIVE SICK LEAVE

- A. The following pay for accumulated sick leave plan shall be provided for teachers:
1. Eligibility shall be based upon the completion of twenty (20) years of teaching service in the school district.
 2. Teachers shall be entitled to receive said benefit upon retirement or resignation.
 3. Payment shall be at the rate of sixty dollars (\$60.00) per accumulated sick day.
 4. The maximum number of days to be compensated shall not exceed two hundred fifty (250).
 5. Teachers shall be entitled to receive said benefit if they retire or resign at the end of the school year, provided written notice is given the Board no later than December 15 of the school year in question. Payment shall be made in July unless an alternative arrangement is made between the Board and the teacher. Failure to give the Board timely notice of an intent to retire or resign will result in the delay of payment for one (1) year, except where the teacher can demonstrate to the Superintendent's satisfaction that due to emergent reasons, timely notice could not be given.
- B. The following pay for accumulated sick leave plan shall be

provided for secretaries and custodians with twenty (20) years or more service to the Allendale School District upon retirement from the Allendale School District:

1. Personnel shall be vested in the plan beginning at 40% in their 21st year of employment and proceeding at a rate of 20% per year thereafter until fully vested after the 24th year.
2. Only sick days accumulated in Allendale will be compensated.
3. The rate of reimbursement shall be seventeen and 50/100 dollars (\$17.50) per accumulated day to a maximum of two hundred (200) days.
4. Secretaries and custodians shall be entitled to receive said benefit if they retire at the end of the school year, provided written notice is given the Board no later than December 15 of the school year in question. Payment shall be made in July unless an alternative arrangement is made between the Board and the secretary or custodian. Failure to give the Board timely notice of an intent to retire will result in the delay of payment for one (1) year, except where the secretary or custodian can demonstrate to the Superintendent's satisfaction that due to emergent reasons, timely notice could not be given.

ARTICLE XVIII

WORK YEAR

A. Teacher Work Year

1. The teacher work year shall contain a maximum of one hundred eighty-five (185) days, one of which shall be set aside for use as a professional day. The work year shall be scheduled between the dates of September 1 and June 30.
2. Teachers who work for the school district during the summer months in B.S.I., special projects, pre-kindergarten program, or curriculum work, shall be compensated at the hourly rate of thirty five dollars (\$35.00). This paragraph shall not apply to enrichment programs for which a fee will be charged.

B. Secretary Work Year

1. Ten-month secretaries shall work only on the days that students are in attendance.
2. Twelve-month secretaries shall follow the teacher calendar during the time that school is in session and shall be entitled to the following additional holidays and vacation:
 - a. Independence Day and Labor Day shall be holidays for twelve-month secretaries.
 - b. After the first year of employment, twelve-month

secretaries shall receive two (2) weeks of vacation.

For each additional year of employment, they shall be entitled to one (1) additional day of vacation, to a maximum of four (4) weeks.

C. Custodian Work Year

1. All custodians shall work twelve (12) months and shall be entitled to fourteen (14) holidays annually as follows:

Independence Day	January
Labor Day	1 and the preceding day
NJEA Convention (Thursday & Friday)	Winter Recess - one day*
Thanksgiving (Thursday & Friday)	Good Friday
Christmas Day and the preceding day	Spring Recess - one day*
	Memorial Day

*One (1) day during each of these vacation periods as mutually agreed to by the custodians and the Superintendent of Schools.

If any of the above holidays should occur on a weekend, custodians shall be entitled to one (1) comp day per weekend holiday to be scheduled by the supervisor, no later than December 15, either the week before or the week after the weekend unless the supervisor determines that the holiday should be taken at a different time. In that event, the holiday shall be mutually scheduled by the supervisor and custodian. Not all of the custodians' comp day shall be scheduled on the same day unless otherwise determined by the Superintendent.

2. Vacation benefits with pay are provided as follows:
- (a) up to one (1) year - one (1) working day per month after two (2) months of service up to a maximum of ten (10) days.
 - (b) after one (1) year or more - ten (10) working days.
 - (c) after two (2) years or more - eleven (11) working days.
 - (d) after three (3) years or more - twelve (12) working days.
 - (e) after four (4) years or more - thirteen (13) working days.
 - (f) after five (5) years or more - fifteen (15) working days.
 - (g) after ten (10) years or more - twenty (20) working days.

ARTICLE XIX

WORK DAY

A. Teacher Work Day

1. The formal school day shall be as follows:

Hillside School 8:45 a.m. to 3:00 p.m.

Brookside School 8:40 a.m. to 3:00 p.m.

Effective the 2000-2001 school year, the formal school day at the Brookside School shall end at 3:15 p.m. Teachers are expected to report to school no later than ten (10) minutes prior to the opening times above and to remain in school no less than thirty (30) minutes after the close of the formal school day. Effective the 2000-2001 school year, teachers at the Brookside School shall remain in school no less than fifteen (15) minutes after the close of the formal school day. Teachers may leave school at 3:15 p.m. on Fridays, before school holidays and vacations, or upon approval of the Building Administrator.

2. Teachers shall be dismissed at 1:00 p.m. prior to Thanksgiving and Christmas.
3. Teachers participating in pupil field trips who return after 9:00 p.m. shall receive a seventy five dollars (\$75.00) stipend. Teachers participating in overnight pupil field trips shall receive a hundred dollars (\$100.00) stipend per night.
4. Teachers who perform curriculum work beyond the regular

school day shall be compensated at the rate of thirty seven and 50/100 dollars (\$37.50) per hour.

5. Teachers shall attend one (1) evening parent conference in the Fall/Winter and one (1) in the Spring. Each conference shall last no longer than two and one-half (2.5) hours. These conferences will be scheduled no later than Labor Day of the school year in question. Teachers shall be dismissed at the close of the formal school day on the day evening conferences are held.
6. Teachers shall attend one (1) meeting a month which shall be scheduled by the Superintendent after the close of the formal school day on Monday, Tuesday, Wednesday, or Thursday. No more than five (5) of said meetings shall be used to conduct in-service sessions. Attendance at the in-service sessions shall be used toward a teacher's continuing education requirement if permitted by the applicable statutory provisions and administrative regulations. The dismissal for in-service meetings shall be 5:00 p.m. The dismissal time for all other meetings shall not exceed one (1) hour after the close of the formal school day (Hillside School - 4:00 p.m.; Brookside School - 4:15 p.m.).

B. Secretary Work Day

1. During the school year all full-time secretaries shall work from 8:00 a.m. to 4:00 p.m. with one (1) hour for lunch. After the end of the school year and until the

start of the next school year, all secretaries shall work from 8:00 a.m. to 1:00 p.m. with no lunch break.

2. Secretaries shall be dismissed at 1:00 p.m. prior to Thanksgiving and Christmas.
3. Secretaries shall be dismissed at 3:30 p.m. on Fridays.
4. Secretaries who are on duty shall be permitted one (1) hour off from work, with pay, each month to attend Association meetings.

C. Custodian Work Day

1. All full-time day custodians shall work an eight and one half (8.5) hour day with a one (1) hour lunch period. All full time evening custodians shall work an eight (8) hour day with a one (1) hour lunch period. After the end of the school year, and until the start of the next school year, all custodians shall work from 7:00 a.m. until 3:00 p.m. with a one (1) hour lunch period. These hours also apply to school holidays and vacations.
2. Custodians who are on duty shall be permitted one (1) hour off from work, with pay, each month to attend Association meetings. If, however, an administrator with a black seal license is not available to cover his/her respective school, one (1) custodian will be required on a rotating basis to remain at work in the building where the meeting is not being held.
3. First shift custodians shall work from 7:00 a.m. to 1:00 p.m. on the day before Thanksgiving and Christmas

Recesses. All other custodians will report at 1:00 p.m. (or later by agreement of those custodians in each building) on the day before Thanksgiving and Christmas Recesses and remain until such time as all rooms are either vacuumed or swept, as applicable, and all garbage is removed from the building.

ARTICLE XX

LUNCH PERIOD

All teachers shall receive a duty-free lunch period. Effective the 2000-2001 school year, all teachers shall receive a forty (40) minute duty-free lunch period. Any alteration to the length of said lunch period must be negotiated with the Association.

All secretaries and custodians shall be entitled to a one (1) hour duty-free lunch period.

ARTICLE XXI

PREPARATION TIME

All teachers shall be guaranteed a minimum of five (5) preparation periods of no less than thirty (30) minutes each per week. Effective the 2000-2001 school year, all teachers shall be guaranteed a minimum of six (6) preparation periods, inclusive of team planning periods, of no less than thirty (30) minutes per week.

Schedules shall be arranged so as to provide a minimum of one (1) preparation period during each school day, which shall be the length of a full period.

Staff members whose positions permit a flexible scheduling arrangement may be required to relinquish this guarantee based on the needs of the students in the district and the demands of their particular position. Such arrangements shall be made cooperatively between the affected staff and the school administration.

Any decrease in existing preparation time shall be discussed in advance by the school administration with all affected staff members. A representative of the Allendale Education Association shall be present at the discussion.

ARTICLE XXII

CREDIT UNION DEDUCTIONS

When requested to do so by an employee, the Board of Education will make payroll deductions for payment to the Paragon Federal Credit Union.

ARTICLE XXIII

CUSTODIAL WORKING CONDITIONS

- A. The State license fee for all employees holding a Black Seal License shall be reimbursed by the Board.
- B. Employees will receive the following uniforms in the Fall:
1. Five (5) work shirts in the first year of employment and three (3) work shirts every year thereafter.
 2. Five (5) pairs of pants in the first year of employment and three (3) pairs of pants every year thereafter.
 3. One (1) winter coat in the first year of employment and one (1) winter coat every third year thereafter.
 4. One (1) pair of work shoes every year.
- C. Employees shall be entitled to one and one-half (1-1/2) their straight time when they return for callback duty, for a minimum period of two (2) hours.
- D. No overtime shall be worked without the prior approval of the Supervisor of Buildings and Grounds or a central office administrator. Overtime will be paid at the rate of one and one-half (1-1/2) times the regular hourly rate when approved for time worked in excess of forty (40) hours per week.

Time worked on a Sunday or holiday shall be compensated at two (2) times the employee's regular hourly rate.

- E. Any custodian using his/her own vehicle for work-related activities approved by the Supervisor of Buildings and Grounds or a central office administrator shall be reimbursed for said use at the IRS rate in effect on July 1 of each year.
- F. In lieu of E above, custodians using their own vehicles to deliver lunch and/or mail shall be paid an additional ten dollars (\$10.00) per day.
- G. When it is determined by the Board that a reduction-in-force shall take place, the employee(s) affected thereby and the Association shall be notified thereof within five (5) calendar days and the affected employees shall be given at least sixty (60) days termination notice.

ARTICLE XXIV

SECRETARIAL NOTICE

When it is determined by the Board that a reduction-in-force shall take place, the employee(s) affected thereby and the Association shall be notified thereof within five (5) calendar days and the affected employees shall be given at least sixty (60) days termination notice.

ARTICLE XXV

COMMUNICATION

The Board shall notify the Association of all meetings and work sessions and shall provide copies of agendas and approved board minutes to the Association.

The Board shall provide the Association with an updated copy of the Board Policy Manual.

ARTICLE XXVI

PRIVATIZATION OF UNIT SERVICES

In the event that the Board of Education decides to contract out or subcontract any work performed by employees covered by this Agreement, the Board of Education shall notify the Allendale Education Association at least sixty (60) days prior to the date of the subcontracting.

ARTICLE XXVII

SUPPORT STAFF EVALUATION PROCEDURES

Support staff employees shall receive an annual written evaluation report and have an annual evaluation conference with the employee's immediate supervisor. The employee shall be given a copy of his/her written evaluation prior to the annual summary conference.

ARTICLE XXVIII

SUPPORT STAFF HONORARIUM

Upon retirement from the Allendale School District, secretaries and custodians with twenty (20) years or more service to the Allendale School District shall receive an honorarium equal to one (1) month's salary. Payment will be based on the final full year's salary.

AGREEMENT

The undersigned parties, having negotiated in good faith to the end of formalizing a written agreement concerning the terms and conditions of employment in the Allendale Elementary School System, do hereby affirm and agree that the attached represents the agreements and understandings of both parties and shall constitute the binding terms and conditions of employment for the school years 1999-2000, 2000-2001 and 2001-2002.

Attest:

BOARD OF EDUCATION OF THE
BOROUGH OF ALLENDALE

Allan Reiffe
Allan Reiffe, Secretary
Alan

By: Paul L. McLaughlin
President

ALLENDALE EDUCATION ASSOCIATION

Margaret A. Kutner
~~Recording Secretary~~
Treasurer

By: Jerome B. Goodman
President

APPENDIX A1

TEACHERS SALARY GUIDE 1999-2000

	A	B	C
1	32,949	35,627	37,727
2	33,650	36,328	38,494
3	34,423	37,306	39,541
4	35,350	38,388	40,659
5	36,468	39,576	41,846
6	37,864	40,799	43,140
7	39,310	42,057	44,933
8	40,788	43,454	46,693
9	42,213	45,348	48,512
10	43,758	47,076	50,415
11	45,380	48,880	52,405
12	47,070	50,764	54,502
13	49,704	53,445	57,248
14	52,816	56,727	60,499
15	56,600	60,920	64,273
16	63,685	65,810	68,466
17		71,000	76,592

LONGEVITY

Upon completion of the salary guide, teachers will receive the following sum each year in addition to any other salary adjustments:

	<u>Col.A</u>	<u>Col.B</u>	<u>Col.C</u>
1 to 8 years beyond guide	\$5,271	\$5,409	\$5,514
9 and thereafter years beyond guide	\$6,271	\$6,409	\$6,514

STEP

APPENDIX A2

TEACHERS SALARY GUIDE 2000-2001

STEP	A	B	C
1	34,626	37,381	39,610
2	35,421	38,388	40,688
3	36,375	39,501	41,838
4	37,526	40,723	43,060
5	38,962	41,983	44,392
6	40,450	43,277	46,237
7	41,971	44,714	48,047
8	43,438	46,663	49,919
9	45,027	48,441	51,878
10	46,696	50,298	53,925
11	48,435	52,236	56,083
12	51,146	54,995	58,909
13	54,348	58,372	62,254
14	58,242	62,687	66,137
15	61,273	67,719	70,452
16	65,532	69,995	73,892
17		73,059	78,814

To implement the compression of the salary guide for the 2000-2001 school year, teachers shall remain on the same step of the salary guide that they were on during the 1999-2000 school year, subject to any horizontal movement or withholding of increment.

LONGEVITY

Upon completion of the salary guide, teachers will receive the following sum each year in addition to any other salary adjustments:

	<u>Col.A</u>	<u>Col.B</u>	<u>Col.C</u>
1 to 8 years beyond guide	\$5,424	\$5,566	\$5,673
9 and thereafter years beyond guide	\$6,453	\$6,595	\$6,702

APPENDIX A3

TEACHERS SALARY GUIDE 2001-2002

STEP	A	B	C
1	35,424	38,242	40,522
2	36,237	39,272	41,625
3	37,213	40,411	42,801
4	38,390	41,661	44,052
5	39,859	42,949	45,414
6	41,381	44,274	47,301
7	42,937	45,744	49,154
8	44,438	47,738	51,069
9	46,064	49,557	53,072
10	47,771	51,456	55,167
11	49,550	53,439	57,374
12	52,324	56,262	60,265
13	55,599	59,716	63,688
14	59,583	64,131	67,660
15	62,684	69,278	72,074
16	67,041	71,607	75,594
17		74,742	80,628

LONGEVITY

Upon completion of the salary guide, teachers will receive the following sum each year in addition to any other salary adjustments:

	<u>Col.A</u>	<u>Col.B</u>	<u>Col.C</u>
1 to 8 years beyond guide	\$5,549	\$5,693	\$5,805
9 and thereafter years beyond guide	\$6,602	\$6,746	\$6,857

APPENDIX A2

TEACHERS SALARY GUIDE 2000-2001

STEP	A	B	C
1	34,626	37,381	39,610
2	35,421	38,388	40,688
3	36,375	39,501	41,838
4	37,526	40,723	43,060
5	38,962	41,983	44,392
6	40,450	43,277	46,237
7	41,971	44,714	48,047
8	43,438	46,663	49,919
9	45,027	48,441	51,878
10	46,696	50,298	53,925
11	48,435	52,236	56,083
12	51,146	54,995	58,909
13	54,348	58,372	62,254
14	58,242	62,687	66,137
15	61,273	67,719	70,452
16	65,532	69,995	73,892
17	70,956	73,059	78,814
18		78,625	84,487

To implement the compression of the salary guide for the 2000-2001 school year, teachers shall remain on the same step of the salary guide that they were on during the 1999-2000 school year, subject to any horizontal movement or withholding of increment.

LONGEVITY

Upon completion of the salary guide, teachers will receive the following sum each year in addition to any other salary adjustments:

- 1 to 8 years beyond guide \$4,000.00
- 9 and thereafter years beyond guide \$5,000.00

APPENDIX A3

TEACHERS SALARY GUIDE 2001-2002

STEP	A	B	C
1	35,424	38,242	40,522
2	36,237	39,272	41,625
3	37,213	40,411	42,801
4	38,390	41,661	44,052
5	39,859	42,949	45,414
6	41,381	44,274	47,301
7	42,937	45,744	49,154
8	44,438	47,738	51,069
9	46,064	49,557	53,072
10	47,771	51,456	55,167
11	49,550	53,439	57,374
12	52,324	56,262	60,265
13	55,599	59,716	63,688
14	59,583	64,131	67,660
15	62,684	69,278	72,074
16	67,041	71,607	75,594
17	72,590	74,742	80,628
18		80,435	86,433

LONGEVITY

Upon completion of the salary guide, teachers will receive the following sum each year in addition to any other salary adjustments:

1 to 8 years beyond guide	\$4,000.00
9 and thereafter years beyond guide	\$5,000.00

APPENDIX A4

TEACHERS COLUMN ADVANCEMENT

Definition of Columns

Column A: Represents the teacher with a B.S. or B.A. Degree.

Column B: Represents a teacher with a B.S. or B.A. plus thirty (30) graduate credits.

Column C: Represents a teacher with a B.S. or B.A. and sixty (60) graduate credits including a Master's degree.

A total of eight (8) of these sixty (60) credits may be other than graduate credits if approved by the Superintendent of Schools.

Credits earned in addition to the thirty (30) required for Column B may be applied to the required number for Column C.

Anticipation of column advancement must be made in writing to the Superintendent of Schools by October 15th of the year preceding said advancement and said advancement shall take place in September of the following year.

Each teacher will advance to the next step on the salary guide upon recommendation of the Superintendent of Schools.

Beginning with the 1988-89 school year, teachers advancing to Column C must enroll in and complete the requirements for a Master's degree if they have not completed said degree for placement on Column B. Teachers presently on Column B who have completed fifteen (15) graduate credits before July 1, 1987 will follow the requirements as represented in previous contracts which is stated as follows:

Column C: Represents a teacher with a B.S. or B.A. and sixty (60) graduate credits or a Master's Degree and thirty (30) graduate credits (in addition to those authorized for advancement to Column B. Eight (8) of these credits may be other than graduate credits if approved by the Superintendent of Schools).

Withholding of increments or the adjustment increment or both will be in accordance with State Law, N.J.S.A. 18A:29-14.

APPENDIX B-1
 ALLENDALE SECRETARIAL STAFF
 SECRETARIAL SALARY GUIDES
SALARY GUIDE 1999-2000

STEP	12 MO.
1	24,076
2	24,799
3	25,544
4	26,308
5	27,099
6	27,907
7	29,193
8	29,940

Part time secretary - 3.8% increase over hourly pay rate for
 1998-1999

Full time 10 month secretary - .8333 of appropriate step

Rita Kane - .5952 of appropriate step based on the number of
 days and hours worked

Upon completion of the salary guide, secretaries will receive the
 following sum each year in addition to any other salary
 adjustments:

1 to 3 years beyond guide	\$1,360.00
4 to 7 years beyond guide	\$3,059.00
8 and thereafter years beyond guide	\$3,559.00

APPENDIX B-2

ALLENDALE SECRETARIAL STAFF

SECRETARIAL SALARY GUIDES

SALARY GUIDE 2000-2001

STEP	12 MO.
1	24,582
2	25,320
3	26,080
4	26,861
5	27,668
6	28,493
7	29,493
8	30,569

Part time secretary - 4.20% increase over hourly pay rate for 1999-2000

Full time 10 month secretary - .8333 of appropriate step

Rita Kane - .5952 of appropriate step based on the number of days and hours worked

Upon completion of the salary guide, secretaries will receive the following sum each year in addition to any other salary adjustments:

1 year beyond guide	\$731.00
2 years beyond guide	\$1,388.00
3 years beyond guide	\$1,731.00
4 to 6 years beyond guide	\$3,123.00
7 years beyond guide	\$3,426.00
8 and thereafter years beyond guide	\$3,830.00

APPENDIX B-3
 ALLENDALE SECRETARIAL STAFF
 SECRETARIAL SALARY GUIDES
SALARY GUIDE 2001-2002

STEP	12 MO.
1	24,882
2	25,620
3	26,380
4	27,161
5	27,998
6	28,793
7	29,793
8	30,869

Part time secretary - 4.20% increase over hourly pay rate for 2000-2001

Full time 10 month secretary - .8333 of appropriate step

Rita Kane - .5952 of appropriate step based on the number of days and hours worked

Upon completion of the salary guide, secretaries will receive the following sum each year in addition to any other salary adjustments:

1 year beyond guide	\$1,080.00
2 years beyond guide	\$1,751.00
3 years beyond guide	\$2,101.00
4 to 6 years beyond guide	\$3,522.00
7 years beyond guide	\$3,831.00
8 and thereafter years beyond guide	\$4,630.00

APPENDIX C1

ALLENDALE CUSTODIAL STAFF

CUSTODIAL SALARY GUIDE 1999-2000

STEP	12 MO.
1	22,579
2	23,371
3	24,188
4	25,034
5	26,151
6	27,318
7	28,535
8	29,807
9	31,884
10	33,360
11	34,972
12	36,532
13	38,358

Upon completion of the salary guide, custodians will receive the following sum each year in addition to any other salary adjustments:

1 to 3 years beyond guide	\$1,569.00
4 to 7 years beyond guide	\$3,499.00
8 and thereafter years beyond guide	\$4,001.00

APPENDIX C2

ALLENDALE CUSTODIAL STAFF

CUSTODIAL SALARY GUIDE 2000-2001

STEP	12 MO.
1	22,688
2	23,484
3	24,305
4	25,155
5	26,278
6	27,450
7	28,673
8	29,951
9	32,038
10	33,521
11	35,141
12	36,708
13	38,544

Upon completion of the salary guide, custodians will receive the following sum each year in addition to any other salary adjustments:

1 to 3 years beyond guide	\$1,576.00
4 to 7 years beyond guide	\$4,326.00
8 and thereafter years beyond guide	\$5,326.00

APPENDIX C3

ALLENDALE CUSTODIAL STAFF

CUSTODIAL SALARY GUIDE 2001-2002

STEP	12 MO.
1	22,789
2	23,588
3	24,413
4	25,267
5	26,394
6	27,571
7	28,800
8	30,084
9	31,500
10	33,670
11	35,297
12	36,871
13	38,000

Upon completion of the salary guide, custodians will receive the following sum each year in addition to any other salary adjustments:

1 to 3 years beyond guide	\$3,300.00
4 to 7 years beyond guide	\$5,800.00
8 and thereafter years beyond guide	\$6,800.00

APPENDIX D

EXTRA CURRICULAR SALARY GUIDES, 1999-2002*

<u>POSITIONS</u>	<u>1999-00</u>	<u>2000-01</u>	<u>2001-02</u>
Coaching/Cheerleading*	2,261	2,329	2,399
Athletic Director	4,000	4,120	4,244
Intramurals (2)	644	663	683
Yearbook Advisor	2,261	2,329	2,399
Yearbook Advisor-Assistant	1,131	1,165	1,200
Student Council Advisor	1,441	1,484	1,529
Public Relations Coordinator	661	681	701

- * Boys Soccer
- Girls Soccer
- Boys Basketball
- Girls Basketball
- Baseball
- Softball
- Cheerleading

Music Stipends

Employees in the following positions prior to 2/1/00 shall receive the following stipends:

Vocal Music	4,077
Instrumental Music - Upper Grades	3,722
Instrumental Music - Middle Grades	2,837

Employees hired for the above positions after 2/1/00 shall be compensated as follows:

	<u>1999-00</u>	<u>2000-01</u>	<u>2001-02</u>
Vocal Music/Instrumental Music **	2,261	2,329	2,399

If the vocal music and/or instrumental music positions are reorganized to require the performance of duties during the work day, the stipends shall be adjusted in an amount to be negotiated by the president of the Association and the Board.