

AGREEMENT BETWEEN
BOARD OF EDUCATION OF THE BOROUGH OF KINNELON MORRIS COUNTY
AND KINNELON EDUCATION ASSOCIATION INCORPORATED
JULY 1, 2002 - JUNE 30, 2005

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GRIEVANCE FORM

PREAMBLE

THIS AGREEMENT entered into this January 21, 2003 by and between the Board of Education, the Borough of Kinnelon, State of New Jersey, hereinafter called the "Board" and the Kinnelon Education Association, Incorporated, hereinafter called the "Association".

WHEREAS, the Board and the Association are mandated to enter into an Agreement concerning the terms and conditions of employees' employment pursuant to chapter 123, Public Laws of 1974.

ARTICLE I RECOGNITION

A. Pursuant to N.J.S.A. 34:13A-1 et seq., the Board hereby recognizes the Association as the exclusive representative for collective negotiation concerning the terms and conditions of employment for all: classroom teachers, computer coordinators, substance awareness coordinators, librarians, nurses, child study team members, guidance counselors, lead teachers, athletic trainer, coordinators of student activities all secretaries employed at Kinnelon High School, Pearl R. Miller School, Stonybrook School, Kiel School and Special Services, and also the bookkeeper and transportation secretary employed in the Business Office, custodians, drivers and maintenance employees, working twenty (20) or more hours per week, including those on leave, employed by the board, but excluding central office personnel, director of special services, principals, vice principals, director of athletics, coordinators not listed above, department supervisors, substitute teachers, non-certified personnel, administrative assistant, and all others not specifically included above.

B. Unless otherwise indicated the term employees (teachers, secretaries, or custodians, drivers and maintenance employees) when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as defined in Article 1, Section A.

ARTICLE II

NEGOTIATION PROCEDURE

The parties agree to enter into collective negotiations over a successor agreement in good faith effort to reach agreement on all matters concerning the terms and conditions of employees' employment in accordance with the following procedure:

A. The parties agree to enter into collective negotiations over a successor Agreement with the provisions of Chapter 123, Public Laws 1974.

B. The Board and the Association shall meet at reasonable times and negotiate in good faith. Reasonable, relevant data requested by either party shall be supplied by the proper official upon seven (7) days notice.

- C. The parties agree that their representatives will be given the power to negotiate a tentative Agreement pending ratification by the majority of the Board and the Association.
- D. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing and signed by said parties and become incorporated as part of this Agreement.
- E. Only joint or agreed upon press releases regarding negotiations will be made.
- F. The time of the next meeting and the agenda will be set at the end of each meeting.
- G. Where necessary and possible, there may be two-way communication between meetings.
- H. At the conclusion of each negotiating meeting, tentative agreements will be reduced to writing and signed by both parties.
- I. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

- 1. A "Grievance" is a complaint based upon an event or condition which adversely affects the terms and conditions of employment of an employee or group of employees who is/are adversely affected by the interpretations, meaning or application of any of the provisions of this Agreement and/or the established procedure, board policy, or administrative practice relating to all terms or conditions of employment.
- 2. An "aggrieved person" is the person or persons making the claim.
- 3. A "party of interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim, including the Board of Education.
- 4. The Term "grievance" shall not apply to any matter which the Board of Education is prohibited by statute or case law to act, or a complaint of a non-tenure teacher which arises by reason of his not being re-employed or a complaint by any certified personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is not possible or not required.
- 5. A grievance to be considered under this procedure must be initiated by the aggrieved person or Association within twenty (21) days from the time of its occurrence.
- 6. For the purposes of this procedure, all "days" shall be interpreted as "calendar days".

B. Introduction to Procedure

Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. Any employee having a grievance may discuss the matter informally with any appropriate member of the administration and have the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement. The association will be given the opportunity to state its views should the employee involved so desire.

C. Procedure

1. Step One

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

b. If the matter is not resolved informally within ten (10) days, the employee shall present his complaint in writing to his immediate supervisor or building principal, whichever is applicable, on the sample form attached hereto as Appendix A.

2. Step Two

If the aggrieved person is not satisfied with the disposition of this grievance at Step One, or if no decision has been rendered within ten (10) days after presentation of the grievance, he may file the grievance in writing with the Association. The Association or the aggrieved person may then refer the grievance within ten (10) days to the Superintendent of Schools.

3. Step Three

If the aggrieved person is not satisfied with the disposition of the grievance at Step Two, or if no decision has been rendered within ten (10) days after the grievance was delivered to the superintendent, said aggrieved person may appeal within ten (10) days to the Board or committee of the board by submitting to the Board Secretary a request in writing that the Board hear the matter at the earliest opportunity. The President of the Board shall schedule a review of an appeal at the executive session or special meeting with the proviso that the review be made no later than thirty (30) days after the date of receipt of the written request.

4. Step Four

a. If the aggrieved person is not satisfied with the disposition of his grievance at Step Three, or, if no decision has been rendered within fourteen (14) days after it has been reviewed, if such grievance is supported by the Association, then the association shall submit such grievance to the Public Employees Relations Commission. The parties shall then be bound by the rules of the Public Employees Relations Commission.

b. The arbitrator shall have no authority or power to add to, delete, disregard or modify any provisions of this agreement.

c. The decision of the arbitrator shall be final and binding on both parties.

d. The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, if any, shall be borne by the side which loses the grievance as determined by the arbitrator.

D. Rights to Representation

Any party of interest may be represented to all stages of the grievance procedure by himself, or at his option, by a representative 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. The Board may be represented by an attorney-at-law and any other representative of its own choosing.

E. Miscellaneous

1. If, in the judgement of the Association, a grievance affects a group or class of employees in more than one building, the Association may submit such grievance in writing to the superintendent directly and the processing of such grievance shall be commenced at Step Two. When a grievance affects a group or class of employees in one building the Association may submit the grievance in writing to the Principal in accordance with Step One, subsection b.

2. Decisions rendered at Step One which are unsatisfactory to the aggrieved person and all decisions rendered at Step Two and Three of the grievance procedure shall be in writing. Such decisions shall set forth the decision and the reason therefore and shall be transmitted promptly to all parties in interest and to the Association.

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

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

ARTICLE IV

SEVERANCE BENEFITS

1. Any member of the KEA who retires and qualifies for pension benefits in accordance with the requirements of the New Jersey Teachers Pension and Annuity Fund (service of disability retirement) will be eligible to receive a post-retirement payment from the Board paid directly into a 403(b) annuity plan ("403(b) Payment") measured by the number of accumulated sick leave days.
2. A teacher or secretary must have completed a minimum of ten (10) years as an employee in the district. Custodians shall receive this benefit whenever they retire under the terms of PERS or TPAF pension fund.
3. The KEA Member must give the Board six (6) months' advance written notice of intent to retire, except in case of emergency retirements when the notice requirements will be waived.
4. The amount of the 403(b) Payment will be determined by multiplying the number of accumulated sick leave days: for teachers by \$82, for secretaries by \$44, and for custodians by \$34. Severance pay shall be capped at \$6500 for all custodians/maintenance and secretaries hired alter September 9, 1999 and \$8500 for all teachers hired after September 9, 1999.
5. The total 403(b) Payment will be made on or about July 1st following retirement for those KEA Members giving the Board six (6) months' notification as described in paragraph 3 above; however, if the total 403(b) Payment plus any salary reduction contribution made by the KEA Member for the year of retirement exceeds the Section 415(c) limitation (2003 - \$40,000) the 403(b) Payment in excess of the Section 415(c) limit will be made on the following January 1st so that no such annual payment exceeds the applicable Section 415(c) limitation. The 403(b) Payments will be distributed to a 403(b) account of the Board's choosing.
6. Any KEA Member with ten (10) or more years of service whose employment is terminated as a result of a reduction in force shall be eligible for the above benefits.
7. Any KEA Member with twenty-five (25) or more years of pensionable service, who files for early retirement, will be eligible for the above benefits.
8. The balance of the 403(b) Payment if any, will be distributed to the KEA Member's estate in the event the KEA Member dies prior to the payment of the last installment pursuant to 5 above.
9. In the event that any law, rule or regulation is enacted that in any way restricts, alters or prohibits the 403(b) Payments authorized hereby, then these provisions shall be modified in order to comply with any law, rule or regulation

ARTICLE V

SUBCONTRACTING AND REDUCTION IN FORCE

- A. The Board of Education shall notify the Association of its intent to subcontract any custodial/maintenance or secretarial position not later than 120 days prior to implementation of the service. The Association may request that the Board open negotiations during the 120 day period.
- B. Any custodian or maintenance employee with a minimum of five (5) complete years of service, whose employment is terminated as a result of a Reduction in Force, shall be eligible for severance pay.

ARTICLE VI

TEMPORARY LEAVES OF ABSENCE

- A. All employees employed by the Board for ten (10) month shall have ten (10) sick days each year and a twelve (12) month employee shall have twelve (12) sick days each year. Such sick leave includes the first scheduled work day of said year whether or not the employee reports for duty on that date. Employees employed for less than a full time contract, shall receive one (1) day of sick leave for each month of employment. Unused sick leave days shall be accumulated from year to year with no maximum limit. The Board reserves the right to verify any illness. All custodial/maintenance/driver_staff must call the substitute answering service and their immediate supervisor prior to the starting of their shift with any absence.
- B. Non-cumulative sick leave benefits shall be allowed to individual employees on request at the discretion of the Board.
- C. Employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay for each school year.
 1. Three (3) personal days for teachers and secretaries. Two (2) personal days for custodians

- a. These days will be granted without reason except that three (3) days notice will be given for days used on Monday, Friday, and/or the day before or day after a holiday. Should an emergency arise the three (3) days' advance notice shall be waived.
 - b. Unused personal days will accumulate as sick leave days for possible use as sick leave days in future years, or for possible conversion at retirement.
 - c. Additional days may be granted with reason by the Superintendent and/or the Board of Education.
2. Ten (10) additional days for family illness, death in the family, or paternal leave. Family is defined as: mother, father, brother, sister, son, daughter, husband, wife. Up to two (2) days in this section may be used in the event of death of the following family members: mother/father/brother/sister-in-law and grandparents. Up to ten (10) days in this subsection may be used in the event of a death of a grandchild. Employees who do not utilize days under this subsection during any school year will be credited with one (1) additional day of sick leave. The Superintendent shall be the final authority in determining the nature of the family relationship. The Superintendent's determination of family relationship shall not be grievable.
- D. The Superintendent reserves the right to have the use of these days verified.
 - E. Leaves of absence with pay in case of emergency may be granted by the Business Administrator.
 - F. If an employee exceeds any category of the ARTICLE, said employee will be informed of the excess, prior to any deduction from his/her pay by the business office.
 - G. Leaves without pay for employees may be granted for a period of up to five (5) consecutive days during the school year. Requests must be made ten (10) working days in advance and have prior approval of the building administrator and Business Administrator/Superintendent. Upon recommendation of the Business Administrator and Superintendent other leaves of absence without pay for employees, may be granted, by the Board. Requests must be made ten (10) working days in advance and have prior approval of the building administrator and Business Administrator/Superintendent.

ARTICLE VII

EXTENDED LEAVES OF ABSENCES

- A. The Board agrees that a leave of absence without pay for up to two (2) years may be granted to any tenured teacher who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher or overseas teacher, and is a full-time participant in either of such programs, or accepts a Fulbright Scholarship.
- B. A tenured teacher may be granted a leave of absence without pay for up to one (1) year to teach in an accredited college or university.
- C. An employee with three (3) or more years of continuous years of service shall be granted a leave of absence without pay of up to one (1) year for the purpose of caring for a sick member of the employee's immediate family. Additional leave may be granted at the discretion of the Board. This time shall run concurrent with any time an employee may be eligible for under the Federal Family and Medical Leave Act and/or the NJ Family Leave Act.
- D.
 1. Any employee seeking to use sick leave for reasons associated with pregnancy shall file a written request for such leave with the Superintendent at least thirty (30) days in advance of the date on which the leave is to commence. The request shall also specify the date on which the employee proposes to terminate the sick leave.
 2. Upon request, all employees shall be granted a leave of absence without pay for childbearing or adoption of pre-school age children. Child rearing leave will commence immediately following either birth, disability leave, or adoption and continue for the remainder of the school year. Upon request by employees with three (3) or more years of continuous service, an additional child rearing leave will be granted for one (1) or two (2) full work years for employees hired on or before January 1, 2003 and one (1) full work year for employees hired after January 1, 2003 after the first birth, disability leave, or adoption while in the employ of the district. Employees with more than three (3) continuous years of service, may request and shall have granted an additional child rearing leave of one year for each subsequent birth or adoption. Notice of intent to return shall be given to the Board by March 1 of the preceding school year or in the case of twelve (12) month employees, notice of intent to return shall be given to the Board three (3) months in advance.

3. Any employee who is on an approved child-rearing leave of absence may have the opportunity to return to work within the district prior to the conclusion of his/her leave in the following capacities:
 - a) substitute employee
 - b) classroom aide
 - c) in-service instructor
 - d) stipended positions in schedule D and E of this contract
 - e) curriculum work
 - f) other positions approved by the Superintendent

All of the above will be compensated at the established rates.

E.

1. Upon return from leave granted pursuant to Section A or B of the article, an employee may be considered as if he/she were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent, provided, however, that time spent on said leaves shall not count toward the fulfillment of the time requirements for acquiring tenure. An employee may receive increment credit for time spent on a leave granted pursuant to section C and D of the article.

2. All benefits to which an employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave and credits, where applicable, toward sabbatical eligibility (teachers only), shall be restored to him/her upon his/her return, and he/she shall be assigned to the same position which he/she held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.

F. All requests for leaves and approvals for extensions or renewals of leaves shall be in writing and answerable within thirty (30) days of application.

G. Upon recommendation of the Superintendent other leaves of absence without pay may be granted to tenured employees by the Board. The leave of absence shall begin September 1 and terminate on August 31. When there is an applicant(s) for leave under this section at least one leave per year shall be granted. Employees granted a leave of absence under this section will not be eligible for a leave under this section in succeeding years with the exception of teachers elected to a political or NJEA office. Employees granted a leave of absence under this section will be required to give the Superintendent written notice of intention to return or not to return to the district not later than April 30 preceding the expiration of the leave. Applications for leave under this section must be submitted to the Superintendent prior to March 30.

H. Employees granted a leave of absence under any Section of this Article will not be eligible for economic contractual benefits paid for by the Board except for those benefits that may be mandated by law.

ARTICLE VIII

SABBATICAL LEAVE

A. The Board of Education recognizes that professional upgrading and improvement are important in maintaining a sound education program within the District. To facilitate this activity and recognize service and promise to the educational program, the following provisions are made to implement a sabbatical leave policy.

B. The professional staff members may apply for a full year's leave of absence for institutional study at seventy-five (75%) percent of the salary for the year in which the grant is applied for and fifty (50%) percent for other studies, and will not accept gainful employment without prior approval of the Board of Education.

C. Professional members who have rendered seven (7) years of service to the District prior to the time of the requested leave of absence shall be eligible for the sabbatical leave consideration.

D. The sabbatical period will be used for education as outlined in detail by the applicant.

E.

1. All requests for sabbatical leave will be submitted to the Superintendent. A joint committee of the Association and the Board shall evaluate and review the applications for sabbatical leave and may recommend candidate(s) for selection after the interview to the Board of Education. This committee shall be composed of three (3) representatives selected by the Superintendent, including the Superintendent who shall chair the committee, and three representatives of the Association appointed by the president.

2. Final selection of the recipient(s) of sabbatical leave is the responsibility of the Board of Education.

3. The Board may determine, in any given year, that no leave shall be granted if they deem that no candidate or a program of the candidates qualify.

F. While the teacher is on sabbatical, the Board will grant and retain coverage in salary adjustments, hospitalization program, pension funds, and other welfare programs accrued by the individual staff member during the leave period.

G. The grantee will sign a legally binding commitment to return to the school district for a two-year period of service, to be secured by a promissory note for the amount of money to be advanced, unless mutually released from such an agreement, and reimbursement for the sabbatical salary is realized by the Board of Education.

H. Upon the return from sabbatical leave, the teacher will be expected to file a complete report within thirty (30) calendar days of the year's activities and how his experience is to be utilized to benefit the Kinnelon Public School System.

ARTICLE IX

HEALTH INSURANCE PROTECTION

A. The Board shall provide the full New Jersey Public School Employees Health Benefits Plan, Rider J and Major Medical or an equal or better plan.

B. The Board shall provide dental insurance benefits. The plan effective July 1, 1983 will be the New Jersey Dental Service Plan, Program #1 as outlined or an equal to or better plan.

C. The Board shall provide to each employee a description of the health-care insurance coverage provided under this ARTICLE which shall include a clear description of the procedures for obtaining coverage and conditions and limits of coverage listed above.

D. All new personnel will be placed under the health benefits plan in September of each year, if they are employed on or before September 1, or when accepted for coverage under the plan. A new employee employed after September 1, shall be placed under coverage beginning the first day of the month following the signing of his/her contract or when accepted for coverage under this plan. All employees hired after September 1, 1996 shall be eligible to enroll in the New Jersey Plus Program provided by the Board for their first three years of employment with the Board. In the event an employee is willing to pay the difference between the New Jersey Plus Program and the traditional indemnity plan, the employee shall be entitled to receive the traditional indemnity plan offered by the Board.

E. The Board shall provide an incentive program for employees opting not to receive health benefits. The following schedule shall apply to employees opting not to participate:

COVERAGE	INCENTIVE
Single	\$1,000
Married employee	\$2,500
Married employee opting single coverage	\$1,000
Eligible for family coverage waiving all coverage	\$3,000
Eligible for family coverage taking single coverage	\$1,000
Parent/child eligible waiving all coverage	\$1,000

Parent/child taking single coverage

\$500

Employees can opt to enter the program or leave the program during the open enrollment period, unless a qualifying event occurs which necessitates that the employee be permitted to enter the program, i.e. death of a spouse, loss of coverage from a spouse, divorce.

Payment for those employees opting to participate in the program shall be made in December and June on a pro rata basis for those periods of time an employee is entitled to health benefits.

F. The Board shall establish a Section 125 Plan.

G. Teachers on an unpaid leave of absence will not benefit from the provisions of the ARTICLE.

H. All employees hired before September 1, 2003 working more than twenty (20 hours) or more per week shall be eligible for the provisions of the article. Employees hired after September 1, 2003 working twenty-five (25) or more hours per week shall be eligible for the provisions of this article.

ARTICLE X

ASSOCIATION DUES

A. Deduction from Salary

1. The Board agrees to deduct from the salaries of its employees, dues for the Kinnelon Education Association, the Morris County Education Association, the New Jersey Education Association, and the National Education Association as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233 N.J. Public Laws of 1969 (NJSA 52:14-15.9e) and under rules established by the State Department of Education said monies together with current records of any corrections shall be transmitted to the Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate Association or Associations.

2. The Associations shall certify to the Board by August 15th, in writing, the current rate of its membership dues.

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

4. The filing of notice of employees withdrawal shall be made prior to January 1 and July 1.

B. Representation Fees

1. Purpose of Fee

If an employee filling a position represented by the Association during any membership year (i.e., from Sept 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

2. Amount of Fee/Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing the amount of the national, state, county and local 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 non-members will be determined by the Association in accordance with the law.

3. Deduction and Transmission of Fees

a. Notification

On or about the 15th of September of each year the Board will submit to the Association, a list of all employees in the bargaining unit. On or about December 1 of each year the Association shall notify the Board of those employees who are required to pay the representation fee.

b. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments from the paycheck of each non-member in the full amount of the yearly representation fee during the duration of the non-member's term of employment. The deductions will begin with the first paycheck paid ten (10) days after the receipt of the aforesaid list by the Board. In lieu of payroll deductions the employee shall have the option to pay the full amount due directly to the Association.

c. Termination of Employment

If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

d. Mechanics

Except as otherwise provided in this article, the mechanics for transmission of such fees to the Association will, as nearly as possible, be the same as those used for the transmission of regular membership dues to the Association.

e. Changes

The Association will notify the Board in writing of any changes in the list provided in paragraph 1 above and/or the amount of representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice.

f. New Employees

On or about the last day of each month, beginning with the month this agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, social security numbers, job titles, dates of employment and places of assignment for all such employees. The Board will also notify the Association of any changes in status of an employee regarding transfer, leave of absence, return from leave, retirement resignation, separation from employment or death.

4. Indemnification and Save Harmless Provision

a. Liability

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 provision of this Article, provided that:

1. the Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph: and
2. if the Association so requests in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses and in all other aspects of said defense.

b. Exception

It is expressly understood that paragraph 1 above, will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

SALARIES

A. The salaries and stipends shall be as set forth in Schedules "A", "B", "C", "D" "E" which are attached hereto and made a part hereof.

B. Placement on Schedule "A" will be determined by earned degrees, advanced graduate credits and teaching experience or related work experience as it applies to the teaching assignment. The determination of placement will be the responsibility of the Superintendent of Schools.

PLACEMENT DEFINITIONS

1 B.A. degree is an earned degree granted for four years of undergraduate work from an accredited institution.

2 B.A. + 15 indicates that a B.A. degree and an additional 15 graduate credits have been earned from an accredited institution.

3 B.A. + 30 indicates that a B.A. degree and an additional 30 graduate credits have been earned from an accredited institution.

4 M.A. degree is an earned degree from an accredited institution.

5 M.A. + 15 indicates that a M.A. degree and an additional 15 graduate credits have been earned from an accredited institution.

6 M.A. + 30 indicates that a M.A. degree and an additional 30 graduate credits have been earned from an accredited institution.

7 M.A. + 45 indicates that a M.A. degree and an additional 45 graduate credits have been earned from an accredited institution.

8 M.A. + 60 indicates that a M.A. degree and an additional 60 graduate credits have been earned from an accredited institution.

9 An Ed. D. or Ph.D. earned degree from an accredited institution, as recognized by the New Jersey State Department of Education or other approved national associations of colleges and universities, will be recognized for not less than \$2000, including increments, over what the teacher would have earned the prior year if he was on the MA + 60 column. In no event shall the MA + 60 and the Ph.D/Ed. D at the same step have a difference of less than \$600.

10 All advanced degrees above the Masters degree, i.e., educational specialist, special diploma, etc., which are recognized by accredited colleges and universities and recognized by the New Jersey State Department of Education for certification shall be paid \$700 above the present step on the guide, provided the teacher earned the degree prior to June 30, 1985.

11 Child Study Team member, Guidance Counselors and SAC personnel also identified in Article XII A. 11. a.& b. will be compensated .1 base salary (BA Step J) in addition to their appropriate compensation on Schedule A.

C. All teachers, hired after September 1, 1996 must be enrolled in an MA program in order to get credit for BA+15 or BA+30 and must have an MA before earning credit toward MA+15, MA+30, MA+45 or MA+60. The exception involves courses required by the Board. The 1993-1996 language shall continue for current employees.

D. Undergraduate courses may be applied to the salary guide schedule for advancement above the B.A. if approved by the Superintendent

E.

1. Graduate credits which are approved by the Superintendent, which are not part of a degree program may be applied to the beyond status, when the advanced degree has been completed. This does not include any courses taken for graduate credit during the pursuit of a degree which are part of a planned program regardless of the number of credits needed to complete the degree.

2. If specific courses are required by the Superintendent for those teachers at M.A. +60 or beyond then \$100 per credit will be added to the base pay. Written notification will be provided by the Superintendent to any teacher required to take a specific course.

F. Placement on schedule "D" will be determined by the work experience of the individual appointed annually by the Board as recommended by the Superintendent.

G. Placement on Schedule "E" will be determined by the individual appointed annually by the Board as recommended by the Superintendent.

H. Service credit for teachers will be given at the beginning of each school year starting with the fifteenth (15) year of service in the District for all new hires effective September 1999 or ratification of this document. The following monetary figures are stipulated for the appropriate year of this agreement.

TEACHERS

Yrs. Service Kinnelon	2002-2005
5-9*	1275
10-11-12	1775
13-14-15	2275
16-17-18	2775
19-20-21	3775
22-23-24	5275
25-26-27	5775
28-29-30	7250
31+	8000

*Must be on Step A Guide for this category. Only employees currently receiving this benefit are eligible.

SECRETARIES AND CUSTODIANS, MAINTENANCE, DRIVERS

Yrs. Service Kinnelon	2002-2005
Secretaries	
7-8	200
9-11	450
12-14	750
Custodians, Maintenance, Drivers	
15	750
25	1750

Longevity shall be added to base pay for pension purposes. For determining a year the employee must be employed for six (6) months.

I. Teachers providing home instruction will be paid at the rate of .001 of base salary (BA step J).

J. A non-certified teacher will receive no salary credits or lateral advancement on the salary guide while taking certification courses.

K.

1. Teachers shall be paid .001 of the base salary (BA Step J) per period when filling in for an absent colleague.
2. No teacher shall be permitted to leave early unless approved by the building principal or designee and arrangements are made by such teacher to have his/her classes covered without charge to the board.
3. Teachers with an assigned on-call or prep period shall not be compensated for first two (2) class coverages of each year. Subsequent on-call or prep class coverage shall be paid at the rate specified in subsection K. 1. above. Every effort will be made to avoid any teacher having six student contact periods.
4. Every effort will be made at P.R.M. School to release teachers with 6 teaching assignments from additional duties. If a duty needs to be assigned the first choice will be a bus or hall duty. If homerooms need to be assigned, it will be done on a rotating basis.

L.

1. All personnel shall be paid 1/200 of their annual salary for each day they are required to work in addition to the work days specified in the in-school work year specified in ARTICLE XII, at the employees choice.
2. Curriculum Committee work (exception to L.1. above) shall be paid at \$100.00 per day for each day of five work hours.
3. Any nurse who is required to work before or after the in-school work year specified in ARTICLE XII will be provided with compensatory time with prior approval of the Superintendent

M. When the administration directs a part time teacher to be present beyond the teachers regularly scheduled work day for the purpose of attending faculty or professional meetings the teacher shall be paid for the time between the start/end of his/her day and the start/end of the meeting. The hourly pay rate shall be determined as follows:

$$\underline{\text{Annual full-time salary}} = \text{Daily Rate}$$

200

$$\underline{\text{Daily Rate}} = \text{Hourly Rate}$$

7.5 hrs. Or 7.16 hrs. Or 6.83 hrs Or 6.66 hrs.

- N. All duties, travel time, preparation time and duty free lunch will be included in determining the in-school work day for part-time teachers.
- O. Part-time teachers will be entitled to a preparation period after every third class.
- P. The co-curricular position of Team Leader shall be posted. If no one applies the Board shall appoint an employee to fill the position. In the event no one applies for the position, in the next school year the position shall be rotated to another staff member.
- Q. The Board shall provide for direct deposit of paychecks. The bank selected by the employee must participate in the electronic transfer system.
- R. The Board shall have the right to Increase the Athletic Trainer salary upon notification to the Kinnelon Education Association.

Side Bar Agreement

S. Anyone serving on the Building Based Intervention Team committee outside of the normal school day will be paid at a rate of .001 of base pay (BA Step 1)

ARTICLE XII

EMPLOYEE WORK YEAR AND WORK DAY

A. TEACHERS

1. The Superintendent shall recommend a calendar for the school year to the Board for finalization after evaluation of the Association's recommendations through a joint meeting of the Superintendent and the Association.
 2. The teacher-work year, whenever possible, shall not include the week referred to as "Presidents' Week" of each year. The work yeas for teachers employed on a ten month basis shall be 183 days including:
 - a. One (1) Orientation day. Such Orientation day will occur after September 1st but before the opening of school for students.
 - b. Two (2) In-service days during the school year.
 - c. Additional Calendar days scheduled for inclement weather and emergencies shall be deducted from the total teaching days before the end of time school year.
 3. New teachers may be required to attend an additional day prior to opening school
 4. There will be three (3) single session days scheduled at Kiel and Stonybrook Schools for parent/teacher conferences. (Grades Pre K thru Grade 5 - regardless of location) Two (2) conference sessions will be in the afternoon and one session in the evening. Teachers will not be required to conduct evening conferences for more than two (2) hours. Teachers will be required to attend all conference sessions to the extent required by appointments. Teachers, who do not have any appointments during a conference session, will be excused by the Principal prior to the conference session. In addition, when all employees appointments are finished, the employee is entitled to leave.
 5. There will be two (2) single session days for in-service training at Pearl R. Miller School.
 6.
 - A. There will be up to three (3) single session days in the high school for mid-year exams; teachers shall be permitted to leave fifteen minutes after the students.
 - B. During mid-term examination days, High School teachers with alternate building teaching assignments shall be responsible for all their alternate building teaching assignments with the following exceptions.
 1. The day on which their own exam is given, coverage will be provided for their alternate building teaching assignment.
 2. For all other examination days, they shall be relieved of all proctoring responsibilities at the high school.
 7. Secondary school personnel (Grade 6-12) will give 2 hours one evening for the purpose of parent/community communication/liaison to be determined at each site.
 8. The district wide calendar will include a single session day on the day before Thanksgiving and December vacation.
 9. Faculty and/or special meetings shall be called at the discretion of the building principal and the meetings are not to exceed one (1) hour in length beyond the school day. Faculty and/or special meetings shall be limited to no more than five (5) meetings per month except in an emergency situation.

At Pearl R. Miller school two (2) faculty meetings per month will be held on a Monday. These meetings are not to exceed one (1) hour in length beyond the school day. The building principal shall have the right to call a 3rd meeting each month, if necessary. Grade 6, 7, and 8 morning team planning meetings shall be eliminated.
- In grade 6, 7, and 8 there shall be two (2) common planning periods per week for team planning to be attended by the appropriate certificated staff. Attendance shall be mandatory. The teams shall determine which day their teams shall meet.
10. Classroom teachers at the High School and Middle School shall be required to remain beyond the regular in-school work day to provide extra help for students. Required extra help days shall be scheduled by the teachers on a semester basis and shall occur on the same day of the week for that teacher. Required extra help days shall be limited to one per week and shall terminate prior to the departure of the first late bus of the particular school. If there are no students present for the extra help the teacher shall be permitted to leave at the regular departure time.
 11.
 - a. The in-school work day for teachers shall not exceed the following lengths except as specified in this Article.

1. High School 430 minutes
2. Middle School 410 minutes
3. Elementary Schools 400 minutes
4. Psychologists, Social Workers, LDT-Cs, Guidance counselors, And SACs 450 minutes

5. Orientation and In service days will not exceed five (5) hours in length and will begin no earlier than 8:30 AM nor run later than 3:00 PM.

b. Child study team members identified in Article XI B.11 above, Guidance and SAC personnel will work a 7.5 hour day. Their stipends will be equal and their day will include a 1/2 hour duty free lunch. Specific time requirements for that day will be determined by the building principal and/or program supervisor in consultation with the staff member(s).

c. The parties shall mutually develop language, which reflects the following work-day.

Elementary Schools	Teachers arrive	8:55 am
	Students arrive	9:00 am
Lunch - 40 min/day	Instruction begins	9:05 am
Prep - 40 min/day	Instruction ends	3:10 pm
	Students leave	3:20 pm
	Teachers leave	3:35 pm
Middle School	Teachers arrive	8:10 am
	Students arrive	
1 pd lunch/day-not less	Pupil contact time	
less than 29 mins	begins	8:20 am
no more than 6 assignments	Instruction begins	8:31 am
within an 8 block schedule	Students leave	2:45 pm
	Teachers leave	3:00 pm

It is understood the times referenced in the above examples may change but the overall number of instructional minutes will remain the same.

12

a. Any teacher employed in the district who has mutually agreed with the BOE to offer Board approved course(s) of instruction to the district's students outside of the traditional full day teaching schedule of their building can have their report time alter to fit the needs of the agreed upon instructional situation. Music and/or speech teachers may be assigned a flex schedule which begins 30 minutes or less before the regular teacher day. A flex schedule must be contiguous.

b. At the time when the above mentioned flex-time schedule is determined, an agreement will also be made concerning attendance at administrator or Board directed meetings or workshops.

c. Article XI, section M of the KEA-BOE contract can be used as a possible solution to the pre/post schedule required meeting.

d. The total time allotted in the flex-time schedule will not extend beyond the contractually agreed total building time.

13. Multiple Building Assignments

- a. Prior to initiating the assignment the principals from both buildings and the teacher must be involved in a mutual meeting to evaluate the situation and develop a class schedule.
- b. Travel time must be considered and the teacher shall be provided with "adequate" time to enable him/her to arrive ten (10) minutes before the assignment.
- c. Any exceptions must be mutually agreed upon by supervisor/teacher involved.

14. Notification of Change of Assignments

- a. Every effort shall be made by the building administrator to inform teachers at the elementary level of a grade level change for the next school year by May 30th.
- b. Every effort shall be made to inform a teacher of a change in building assignment for the next school year by May 30th. Both primary and secondary supervisors will jointly participate in the conference with the teacher.
- c. If a teacher requests further information about a change in assignment, then:
 1. A meeting with the building administrator and/or the Superintendent, can be requested by the affected teacher.
 2. The affected teacher can have a representative accompany him/her to the requested meeting.
 3. The meeting will be scheduled by the administrator within one week of the request.
- d. Written administrative procedures will outline the manner in which information about reassignments shall be delivered.

B. SECRETARIES

1. WORK DAY AND WORK YEAR

The length of the workday shall be eight (8) hours which includes either a one (1) hour lunch and one (1) fifteen (15) minute morning coffee break, or one (1) forty-five minute lunch and one (1) fifteen (15) minute morning coffee break and one (1) fifteen (15) minute afternoon coffee break. Working hours shall be arranged by the building administrator and shall not exceed the length of the workday which is eight (8) hours. The ten (10) month work year shall run from September 1st to June 30th each year.

2. HOLIDAYS, WEEKENDS, AND OVERTIME

Secretaries shall be granted the same school holidays as listed on the school calendar to be adopted by the Board of Education and whenever possible the work year shall not include "Presidents" Week. This shall include a single session day for Thanksgiving and December vacation (dismissal time is after the last bus returns). Should a member be required to work during a school holiday, the member will be paid at the contracted rate.

Straight time will be paid for school holidays and one and one-half time (1 1/2) for national holidays. National holidays for twelve month contracted members shall include July 4 and Labor Day. Employees shall be paid time and one-half (1 1/2) for weekend work (Saturday and Sunday).

3. SNOW DAYS

When schools are closed because of inclement weather, it is recognized that essential services must be performed, therefore office personnel shall report to work at 10:00 AM and remain until 3:00 PM unless notified otherwise by the Superintendent or his designee.

4. VACATIONS

Secretaries completing one (1) full year of service shall receive two (2) weeks vacation, three (3) weeks after three (3) years, and four (4) weeks after five (5) years. Secretaries employed for a period of less than one (1) year shall receive one (1) day of vacation for each month employed up to a maximum of ten (10) days.

Vacations for secretaries working in the Kinnelon High School, Pearl R. Miller School, Stonybrook School, Kiel School, and Special Services will be taken during a consecutive four (4) week period in July or August as determined by the Superintendent. Exceptions to this policy must be made with the approval of the Building Administrator and the Business Administrator. If a holiday, as indicated on the school calendar, occurs during a member's vacation period, the member shall receive compensatory time. In the event an unscheduled school holiday is declared by the Board of Education or the superintendent, all office personnel shall be included.

5. PROFESSIONAL DAYS

Office personnel may receive professional days upon application to the Business Administrator to attend professional conferences and meetings by submitting programs and other pertinent information along with the application for approval.

6. MISCELLANEOUS PROVISIONS

Secretaries will receive a stipend for substituting calling according to the secretarial stipend guide.

C. CUSTODIANS, MAINTENANCE AND DRIVERS

1. WORK DAY AND OVERTIME

Any work over eight (8) hours per day and/or forty (40) hours per week shall be compensated at the rate of one-and 1/2 times of the employees hourly rate; paid leaves of absences and holidays are included in the forty (40) hours. Employees working overtime in excess of six (6) hours in one week will not be granted personal days the following week unless the personal day was scheduled prior to the overtime being scheduled. All work performed on Sundays and the six (6) enumerated holidays set forth in Section 6(B) shall be paid for at two (2) times the regular hourly rate. The remaining eight (8) holidays provided for in Section 6(B) shall be paid for at one and one-half (1 1/2) times the regular hourly rate. Overtime shall be offered on a rotating basis among those qualified employees assigned to the work site. If an employee cannot work the first available overtime, his/her name would go to the bottom of the list. In the event no one accepts the overtime assigned, the least senior qualified employee shall work the overtime.

2. EMERGENCY CALL BACK

Personnel called in on emergencies and/or for other reasons (excluding building checks) shall be paid for a minimum of two (2) hours at time and one-half (1 1/2) their regular hourly rate except on Sunday or holiday when the rate shall be double (2).

3. SNOW DAYS

On snow days when blizzard conditions exist (decided by Business Administrator), employee hours will be from 8:30 AM to 3:30 PM. This section shall also apply to other emergencies as by the Business Administrator.

4. BUILDING CHECK

Head custodians or an alternate who is approved in advance by the Business Administrator will be responsible for checking the school each day school is not open from November 1st through March 31st. When the building check is performed by someone other than the head custodian there will be a pay adjustment as follows:

High School	\$15.00
Pearl Miller	\$14.00
Stony brook	\$13.00
Kiel	\$12.00

The head custodian pay will be reduced and the alternates pay will be increased by these amounts.

5. VACATIONS

A. Two (2) weeks vacation during July or August after one year of service. The last week of August will not be available for vacation. (Vacation period shall be approved by the head custodian, building principal and business administrator). For less than one (1) year of service, vacation shall be prorated.

- B. After six (6) years of service, an employee will receive three (3) weeks vacation per year and after ten (10) years of service, four (4) weeks. All vacation is subject to the approval of the building principal and business administrator.
- C. A ten-month custodian will be entitled to seven (7) days vacation pay.
- D. Vacations during school vacation. No more than one custodian per building shall be granted vacation time during the vacation period. In the event more than one request is made, the vacation time shall be granted in order of seniority (rotating in following years according to seniority).
- E. Any hourly employee working at least thirty (30) hours per week on a continuous basis will be granted credit for vacation purposes from the date of original employment if the individual is eventually hired on a contract basis.

6. HOLIDAYS

- A. The Board agrees to adopt a calendar prior to July 1st for the next contract year. Holidays listed below will be afforded on the day listed in the school calendar. Should the holidays listed below fall on a Sunday, the following Monday will serve as the holiday (in keeping with the practice prescribed by the State of New Jersey N.J.S.A 36:1).
- B. All full-time (8 hours per day) twelve (12) month personnel covered by this contract will receive fourteen (14) paid holidays per year. The fourteen (14) paid holidays shall include:

- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- New Year's Day
- Memorial Day

The remaining eight (8) holidays will be scheduled by the Board at the time the school calendar is set. These dates will be subject to change in the event of emergency school closings with a minimum of two (2) weeks notice of the change to be given to employees. The holiday schedule will be distributed to each employee the month of July.

ARTICLE XIII

COMMITTEES

- A. Any changes recommended by any committee which impact the terms and conditions of employment will not be implemented unless they are first approved by the Board and the Association's negotiations team and then submitted to and ratified by the Board and Association.
- B. LIAISON COMMITTEE

K.E.A. EXECUTIVE COUNCIL - BOARD MEETINGS

A standing committee of the Board, a rotating group of school administrators, and a standing committee from the Executive Council of the Association shall meet two (2) times during the school year at dates mutually agreed upon and arranged by the Superintendent. Emergency or additional meetings can be called by either party. One week prior to said meeting each party shall submit to the Superintendent an agenda in order that all items will be included in the master agenda. Two (2) days prior to the meeting, the master agenda will be distributed to the representatives of the Board, school administrators, and the Executive Committee of the Association. The meetings may be canceled by mutual agreement.

ARTICLE XIV

EMPLOYMENT

- A. Initial Employee Contract

1. ALL EMPLOYEES

- a. A copy of this agreement shall be forwarded by the Board with each original contract to all employees included in the Agreement.
- b. Where guides, compensation schedules, and fringe benefits are included all employees shall be employed at the established rate.
- d. The unit member shall receive an up to date Board approved job description. Should a job description be revised by the Board of Education, the unit member shall receive a revised job description within thirty (30) days.

2. SECRETARIAL PERSONNEL

- a. Prospective secretaries with no immediate past secretarial experience will be placed on Step One of the existing salary guide in the appropriate classification.
- b. All office personnel will be appointed with three months probationary status prior to the issuance of a regular contract. The contract will be retroactive to the first day of employment.
- c. All secretaries designated as ten (10) month employees shall receive 91% of the appropriate step for that classification.

3. CUSTODIAN/MAINTENANCE/DRIVER PERSONNEL

- a. The starting salary of a custodian/maintenance/driver person new to the system shall be determined by negotiation between the new hire and the Board. The new hire shall not be employed at a salary above that of an employee with equivalent years of experience.
- b. For all new contract custodian, maintenance and drivers, there will be a ninety (90) day trial period. During the trial period, termination may occur at any time. During this trial period, custodians, maintenance, drivers personnel shall not be eligible to use any sick, vacation, or personal leave. After the trial period is complete, these ninety (90) days will count toward vacation credit
- c. Employees hired after January 1, 1987 may be discharged without recourse to the grievance procedure if the employee fails to obtain a Black Seal License within one (1) year of his/her employment date.

4. TEACHER PERSONNEL

A. Credit for Experience for Teachers

- 1. All military service credit shall be granted in accordance with NJSA 18A:29-11.
- 2. The Board shall determine the initial place on the guide for all teachers hired after July 1, 1983.

B. Credit for Accumulated Sick Leave for Teachers

The Board may grant credit up to ten (10) days of unused sick leave accumulated in a former school district and one additional day may be granted for each year of successful teaching provided the additional days' sick leave has been earned above the accredited ten (10) sick days in the former district.

ARTICLE XV

CONDITIONS OF EMPLOYMENT

- 1. The Board and the Association recognize the need for adequate employee facilities. Every effort will be made to provide the Secretarial staff with materials, equipment, guidance and realistic time lines to complete assigned tasks.
- 2. An allowance for work clothes and shoes shall be provided for each custodian/maintenance/driver employee at a cost not to exceed \$375. For the purposes of this article work clothes may include pants, shirts, tee-shirts, all weather jackets and/or rain gear. The Board agrees to provide the clothing allowance for work clothes and shoes at the beginning of the work year, September 1. New hires shall not receive this benefit until after the completion of their trial period.

- B.
 - 1. Any criticism made by a supervisor, administrator or Board Member of an employee shall be made in a confidential setting.
 - 2. If a member of the administration or a member of the Board of Education receive a complaint or criticism of an employee, which may influence the evaluation of the employee, the complaint must be shared with the employee.
- C.
 - 1. Grading and evaluation is the responsibility of the teacher. The immediate supervisor or building principal shall review and counsel the teacher on building grading procedures, regulations, and policy.
 - 2. Any change of grade will be by mutual consent of the teacher and the principal.
 - 3. If the teacher and the principal do not reach a mutual agreement, then the situation will be referred to the Superintendent for final review and decision.
- D. The teaching staff will be advised of new educational programs prior to the implementation of the program.
- E. Teachers will not be asked to assume the responsibilities of the principal. Other district administrators will be asked to fulfill these responsibilities in the absence of the building principal. This does not preclude a teacher from volunteering to fill this role if he/she so desires.

ARTICLE XVI

PROVISIONAL TEACHERS AND MENTORS

All vacancies for mentor positions shall be posted as early as the district is aware of its needs. The posting shall include the qualifications for the position. No employee shall be assigned to serve as a mentor if there are qualified volunteers available. If an employee is involuntarily assigned to a mentoring position, he/she shall not be involuntarily assigned again until all other qualified employees have been assigned. No teacher shall serve as a mentor to more than two (2) provisional teachers at a time.

The provisional teachers shall pay the Board, which will then pay the mentor teacher at the end of the program.

ARTICLE XVII

ASSOCIATION RIGHTS AND PRIVILEGES

- A. Information
 - 1. The Board agrees to furnish to the Association in response to reasonable requests from time to time all pertinent available information concerning the educational program and the financial resources of the district.
 - 2. Whenever an individual is hired, promoted or has had a step change the Association President shall be notified. The notification shall be in the form of the BOE agenda.
- B. Use of School Buildings and Equipment

The Association and its representatives shall have the privilege of using intra-school mail, and school buildings and equipment during reasonable hours for meetings and usage upon clearing with the building principal with a standard request form for use of buildings and equipment.
- C.
 - 1. The President of the Association shall be released from all non-teaching duties whenever possible; i.e., study halls, cafeteria supervision, lunch duties, etc.
 - 2. The KEA President shall be released from regularly scheduled duties to attend to KEA responsibilities when prior approval has been obtained from the Superintendent and notification given to the building principal or program supervisor. A substitute shall be provided for the time approved.

D. The Association's senior building representative shall be released from all non-teaching duties with the understanding that the professional staff of the building will assume these non-teaching duties.

E. Custodial Association Representatives shall be released from work in time to attend monthly Association Representative Council meetings without loss of pay. The custodian will make the lost time for the meeting up at the end of their shift.

F. The rights and privileges of the Association and its representatives as set forth in the Agreement shall be granted only to the Association as the exclusive representative of those positions listed in the Recognition Clause.

ARTICLE XVIII

NOTICE OF VACANCIES VOLUNTARY TRANSFERS AND REASSIGNMENTS AND PROMOTIONS

A. Notification of Vacancies

1. As soon as vacancies occur, the Superintendent shall, whenever possible, deliver to the Association President and the senior building representative, and post in all appropriate areas in the school district a list of the known vacancies at least ten (10) days prior to filling that position.
2. Vacancies in all coaching and extra curricular positions will be posted in accordance with Article XVIII.A. 1. above.

B. Filing Requests for Vacancies

1. VOLUNTARY TRANSFERS AND REASSIGNMENTS

- a. Employees who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the appropriate administrator and the Superintendent. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he/she desires to be transferred in order of preference. Such request for transfers and reassignments shall be submitted within three (3) weeks front the date of posted vacancy.
- b. The Superintendent will make the final decision on voluntary transfers and reassignments subject to Board approval.

2. EXTRA CURRICULAR AND COACHING POSITIONS

Vacancies in all coaching and extra curricular positions will be posted in accordance with Article XVIII.A. Preference in filling extra curricula or coaching positions will be given to qualified personnel within the bargaining unit. Only when there is no qualified bargaining unit applicant for a vacant position will the Board either appoint a bargaining unit member to the position or seek applicants from outside the bargaining unit.

3. SPECIAL APPOINTMENTS OR PROJECTS

In the event there is a special job appointment or project for which a secretary may be eligible, the position shall be posted throughout the district for a minimum of five (5) working days and all members given the opportunity to apply therefore. The rate of pay for evenings and weekends shall be time and one-half (1 1/2).

C. PROMOTIONS

When existing secretarial staff members are promoted to a different category, e.g. from S-I to ES-I, the step placement on the guide shall be lateral. Any secretary who moves from a ten (10) month to a twelve (12) month position shall receive credit for all years of service for benefits and shall move laterally from the ten (10) month to the twelve (12) month salary guide

Any secretary may request that his/her job description and guide placement be reevaluated by her immediate supervisor.

If a supervisor/program administrator agrees that a change in category is appropriate, the supervisor/program administrator will, within thirty (30) days make such recommendations to the Building/Program Administrator. If they agree that the change is appropriate, they will within thirty (30) days make such recommendations to the Business Administrator. A response in writing within thirty (30) days (unless the thirty (30) day period is extended by mutual agreement) shall be given to the unit member by the Business Administrator as to the resolution of the request. The unit member may pursue this matter to the next level of administration.

ARTICLE XIX

MISCELLANEOUS PROVISIONS

A. Cost of the printing of this Agreement shall be shared by the Board and the Association. The Agreement shall be presented to all employees now employed, hereafter employed, or considered for employment by the Board.

B. Recognizing that the professional staff is committed to furthering the cause of promoting the teaching profession and in order to encourage the best possible talent to enter the field of teaching, the Association agrees to support an effective student teaching program in the Kinnelon Public Schools.

C. **If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held 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.**

ARTICLE XX

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. TEACHERS

1. Professional Development

a. Definition

Each of the following may be considered within the concepts of "professional Growth" to be completed by members of the professional staff according to individual goals specified and with prior approval of the Superintendent or designee.

1. Relevant college courses as administered by an accredited college or university

2. Study, self instruction or research related to the teacher's professional activity.

3. Participation in state, federal or private educational grants.

4. Conferences, seminars, and workshops.

5. In-service professional education which the Board of Education will provide.

6. Other professional activities.

b. In-Service Credit

1. All in-service work for salary guide credits must have prior written approval of the Superintendent.

2. One in-service credit will be defined as 15 hours of classroom instruction.

2. Tuition Reimbursement

Tuition reimbursement shall be granted to all professional employees who have earned a B.A. and are professionally certified by the State of New Jersey. Hereafter the term "teacher" will be used to designate all members of the teaching staff with a standard New Jersey certificate who possess a degree.

Tuition reimbursement shall be made as follows:

- a. All semester hours of credit approved prior to enrollment by the Superintendent will be reimbursed by the Board at the per credit rate charged by the college attended. In the 2002-2003 school year reimbursement per teacher per school year is limited to a maximum cost of fifteen (15) credits at the per credit rate charged by Montclair State University for the current school year Effective in the 2003-2004 school year reimbursement per teacher per school year is limited to \$4341 and in the 2004-2005 school year \$4471. Teachers will be limited to a maximum of six (6) credits per semester during the fall and spring semesters.
- b. In the event that a college approved program has received prior approval, all parts of the program shall be approved by the superintendent. Reimbursement will be made for a maximum of one (1) course in an approved program with the grade of "C".
- c. Reimbursement shall be granted only when the applicant has completed the course in accordance with the requirements of the college or institution giving the course, and shall have attained at least a "B" grade or equivalent with full credit for said course In courses in which a pass/fail grading system is used, "pass" will be considered as a "B" for reimbursement purposes. In order to be approved, a course must be recognized by the New Jersey Department of Education.
- d. An official reimbursement form is to be submitted to the superintendent with either grade slips or an official transcript for proof of the successful completion of the approved course work. Late submission, because of extenuating circumstances, must be approved by the Superintendent. Tuition reimbursement checks will be issued during the months of October, February, and June for all course completed and documented prior to these months. The teacher must be actively employed in September, January, and May in order to receive tuition reimbursement for courses previously completed.
- e. If courses are taken under a grant from private, public or other funds: G.I. Bill, N.S.F., N.D.L.A., the difference between the amount granted and the actual cost for tuition will be reimbursed by the Board as limited by A.I. in this section.

- f. Personnel on an unpaid leave of absence will not be eligible for tuition reimbursement.

Side Bar Letter of Agreement

The parties agreed in the 1999-2000 negotiations, that Article XX Professional Development and Educational Improvement will not apply to teachers taking courses, seminars, etc. designed for the purpose of satisfying a teacher continuing education requirements pursuant to NJAC 6:11-13 et. seq. The parties understand, however, that if a teacher takes a college course approved by the Superintendent, which also satisfies the teacher continuing education requirements, that course would be eligible for tuition reimbursement benefits.

B. SECRETARIAL PERSONNEL

1. Tuition reimbursement.

Tuition reimbursement shall be granted, with prior approval of the course by the Superintendent, to all members who have completed courses to improve their secretarial abilities.

Tuition reimbursement will be made as follows:

Reimbursement will be made for a course in an approved program with a grade of "C" or better in a degree program, or a "pass" grade. An official reimbursement form is to be submitted to the Business Administrator with either an official transcript or proof of the successful completion of the approved course work. A maximum of four (4) courses or (12) credits per year will be allowed.

2. Staff Development

There shall be established a committee of two (2) secretarial members and either one (1) or two (2) administrator(s) to organize appropriate staff development activities for members. In-service days will be provided as deemed appropriate by the Business Administrator.

A standing committee of the Board, a rotating group of school administrators, and a standing committee from the Executive Council of the Association shall meet two (2) times during the school year at dates mutually agreed upon and arranged by the Superintendent. Emergency or additional meetings can be called by either party. One week prior to said meeting each party shall submit to the Superintendent an agenda in order that all items will be included in the master agenda. Two (2) days prior to the meeting, the master agenda will be distributed to the representatives of the Board, school administrators, and the Executive Committee of the Association. The meetings may be canceled by mutual agreement.

3. Evaluation

1. Tenured secretaries shall be evaluated by their immediate supervisor at least one (1) time in each school year. Such evaluations shall be completed by June 30.

2. Non-tenured secretaries shall be evaluated by their immediate supervisor at least two (2) times in each school year. Such evaluations shall be completed by January 15 and June 30.

C. CUSDODIAL/MAINTENANCE/DRIVER

1. FIREMAN'S LICENSE

a. Personnel who hold a Black Seal Fireman's License shall post the license in the boiler room.

b. Employees who do not hold a Black Seal License will be permitted to attend the required classes to obtain the license. The Board shall pay for the cost of the enrollment one time. The starting and ending time of the workday for employees on the afternoon shift will be adjusted to permit attendance at the Black Seal School without loss of pay. The employee shall work four (4) hours on Black Seal School Days.

c. Employees hired after January 1, 1987 may be discharged without recourse to the grievance procedure if the employee fails to obtain a Black Seal License within one (1) year of his/her employment date.

2. EVALUATIONS

Custodians, maintenance workers and drivers shall be evaluated annually by the Board designee.

ARTICLE XXI

DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 2002, and shall continue in effect until June 30, 2005, subject to the Association's right to negotiate over a successor Agreement as provided in ARTICLE II. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. IN WITNESS WHEREOF, the parties hereunto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

KINNELON EDUCATION ASSOCIATION

By _____

Thomas Shannon, KEA President

By _____

Sandra Kidd, KEA Secretary

KINNELON BOARD OF EDUCATION

By _____

Dr. Allen Kirk, Board President

By _____

Charles A. Grau, Interim Business Administrator

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APPENDIX A

GRIEVANCE FORMS

Grievance and/or class of grievant(s) _____

Building(s) _____

Position _____

Date Filed _____

STEP ONE

A. Date cause of grievance occurred _____

B. 1. Specific statement and description of grievance:

2. Relief sought: _____

Signature Date

C. Disposition by immediate Supervisor/Principal: _____

D. Position of Grievant and/or Association _____

Signature Date

STEP TWO

A. Date Received by Superintendent _____

B. Disposition by Superintendent _____

Signature Date

C. Position of Grievant and/or Association _____

Signature Date

STEP THREE

A. Date Submitted to Board of Education _____

B. Disposition of Board of Education _____

Signature Date

STEP FOUR

A. Date Submitted to Arbitrator _____

B. Disposition and award of Arbitrator: _____

TEACHER SALARY GUIDES

2002-2005

SCHEDULE A

2002-03		SALARY	GUIDE						
	STEPS	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60
K	1	\$39,840	40,900	41,500	42,500	44,100	45,000	46,800	50,100
J	2	40,340	41,400	42,000	43,000	44,800	45,500	47,300	50,800
I	3	40,830	41,900	42,700	43,600	45,300	46,300	48,000	51,300
H	4	41,930	42,700	43,500	44,700	46,400	47,600	49,300	52,800
G	5	42,930	43,900	44,750	46,300	47,800	49,300	51,000	54,400
F	6	44,030	46,000	45,900	47,700	49,200	50,600	52,800	55,900
E	7	45,130	46,200	47,000	48,750	50,400	52,500	54,000	57,300
D	8	48,500	47,700	48,500	50,800	52,600	54,800	56,500	60,000
C	9	49,000	50,300	51,600	54,000	55,800	56,300	60,500	63,600
B	10	51,700	53,400	54,500	57,000	59,300	62,400	64,000	67,600
A	11	59,500	61,400	62,500	66,650	69,100	71,800	73,000	77,575
2003-04									
	STEPS	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60
L	1	41,400	42,100	42,800	43,900	45,400	46,400	48,300	51,600
K	2	41,900	42,600	43,300	44,400	45,900	46,900	48,800	52,100
J	3	42,400	43,100	43,800	44,900	46,400	47,400	49,300	52,800
I	4	42,800	43,700	44,600	46,100	47,200	48,200	50,000	53,400
H	5	43,900	44,900	45,400	47,100	48,400	49,500	51,300	54,900
G	6	44,900	48,000	46,600	48,300	49,800	52,000	53,100	56,600
F	7	46,100	47,200	47,900	49,700	51,100	53,000	54,800	58,200
E	8	47,200	48,600	49,000	51,300	53,200	54,900	56,600	60,000
D	9	48,900	50,200	51,100	53,200	55,100	56,900	58,800	63,000
C	10	51,100	53,200	55,000	57,000	58,200	61,000	63,100	66,000

B	11	55,300	55,700	58,000	59,000	64,900	65,000	68,500	73,000
A	12	62,400	63,900	65,400	69,000	71,000	74,300	76,100	80,000
2004-05									
	STEPS	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60
L	1	42,200	43,100	44,100	45,100	46,600	47,600	49,600	52,500
K	2	42,700	43,800	44,800	45,600	47,000	46,100	50,100	53,000
J	3	43,200	44,100	45,100	46,100	47,500	48,600	50,500	53,500
I	4	43,700	44,600	45,600	46,600	48,000	49,100	51,100	54,000
H	5	44,700	45,700	46,700	47,700	49,200	50,700	52,700	55,300
G	6	45,000	46,200	47,700	48,600	50,500	52,100	54,300	57,600
F	7	47,000	47,400	48,700	50,000	51,600	53,600	55,700	59,000
E	8	48,300	48,900	50,100	51,800	53,500	55,900	57,600	61,100
D	9	50,700	51,300	52,500	54,800	56,500	58,900	60,100	63,800
C	10	53,100	55,100	56,800	59,100	60,100	63,100	65,100	70,100
B	11	56,900	57,300	59,100	62,300	63,300	67,300	71,300	75,300
A	12	64,400	65,100	67,600	71,200	73,600	76,600	78,300	82,400

SECRETARY SALARY GUIDES 2002-2005

SCHEDULE B

			2002-03				
			STEP		ES1		ES2
			1		\$30,734		\$33,356
			2		\$31,234		\$33,856
			3		\$31,734		\$34,356
			4		\$32,534		\$35,156
			5		\$33,181		\$36,156
			6		\$34,916		\$37,538

			2003-04				
			STEPS		ES1		ES2
			1		\$31,734		\$34,356
			2		\$32,234		\$34,856
			3		\$32,734		\$35,356
			4		\$33,534		\$36,156
			5		\$34,534		\$37,165
			6		\$36,840		\$39,462
			2004-05				
			STEPS		ES1		ES2
			1		\$32,734		\$35,356
			2		\$33,234		\$35,856
			3		\$33,734		\$36,356
			4		\$34,534		\$37,156
			5		\$35,534		\$38,156
			6		\$36,928		

CUSTODIAL/MAINTENANCE SALARY GUIDES

2002-2005

SCHEDULE C

2002-03			2003-04			2004-05		
STEPS	CUST	MAINT	STEPS	CUST	MAINT	STEPS	CUST	MAINT
1	\$23,000	\$24,500	1	\$23,000	\$24,500	1	\$23,000	\$24,500
2	\$23,500	\$25,000	2	\$23,500	\$25,000	2	\$23,500	\$25,000
3	\$24,000	\$25,500	3	\$24,000	\$25,500	3	\$24,000	\$25,500
4	\$25,000	\$26,500	4	\$25,000	\$26,500	4	\$25,000	\$26,500
5	\$26,500	\$28,000	5	\$26,500	\$28,000	5	\$26,500	\$28,000
6	\$28,000	\$29,500	6	\$28,000	\$29,500	6	\$28,000	\$29,500
7	\$29,500	\$31,000	7	\$29,500	\$31,000	7	\$29,500	\$31,000
8	\$31,000	\$32,500	8	\$31,000	\$32,500	8	\$31,000	\$32,500
9	\$32,500	\$34,000	9	\$32,500	\$34,000	9	\$32,500	\$34,000
10	\$34,500	\$36,000	10	\$34,500	\$36,000	10	\$34,500	\$36,000
10.5	\$36,974	\$38,474	10.5	\$38,249	\$39,749	10.5	\$39,056	\$40,556
11	\$39,448	\$40,948	11	\$41,997	\$43,497	11	\$43,611	\$45,111

COACHING/ATHLETIC SALARY GUIDES 2002-2005 SCHEDULE D

HIGH SCHOOL	2002-03			2003-04			2004-05		
	1	2	3	1	2	3	1	2	3
Football Head	5828	5973	7118	7139	7292	7444	7496	7657	7817
Football Asst. (5)	4415	4515	4615	4607	4711	4616	4837	4947	5057
Cross Country	4952	5038	5123	5165	5255	5340	5423	5518	5610
Basketball, Head (2)	5747	5869	5990	6004	6132	6260	6304	6439	6574
Basketball, Asst. (4)	4326	4448	4569	4539	4665	4768	4763	4898	5006
Wresting, Head	5747	5869	5990	6004	6132	6260	6304	6439	6574
Wresting, Asst. (2)	4326	4448	4569	4538	4665	4768	4763	4898	5006
Baseball, Head	5747	5869	5990	6004	6132	6260	6304	6439	5574
Baseball, Asst.	4228	4350	4589	4536	4685	4768	4763	4896	5006
Winter Track, Head	5052	5174	5256	5275	5403	5465	5539	5673	5739
Winter Track, Asst.	3283	3385	3469	3396	3524	3612	3656	3700	3794
Track, Head (2)	5563	5685	5803	5811	5939	6050	6102	6267	6384
Track, Asst. (2)	3283	3385	3469	3395	3524	3912	3585	3700	3791
Tennis, Head (2)	4599	4821	4933	5165	5255	5325	5423	5518	5597
Tennis, Asst. (2)	3141	3283	3352	3268	3398	3491	3431	3566	3688
Soccer, Head (2)	5747	5859	5990	6004	6132	6260	6304	6439	6574
Soccer, Asst (2)	4349	4471	4569	4536	4665	4759	4763	4998	5006
Swimming, Head	6017	6139	6244	6228	6416	6526	6539	6737	6859
Swimming, Asst.	4228	4350	4569	4538	4665	4758	4763	4898	5006
Softball, Head	5747	5559	5990	6004	6132	6260	6304	6439	6579
Softball Asst. (3)	4228	4350	4569	4536	4665	4760	4763	4898	5006
Lacrosse, Head	5747	5869	5990	6004	6132	6260	6304	6439	6574
Lacrosse, Asst. (3)	4728	4350	4569	4536	4665	4769	4763	4898	5006
Girls Volleyball, Head			5223	6004	6132	6260	6304	6439	6574
Ice Hockey, Head	6828	6973	7118	7139	7292	7444	7496	7657	7817
Ice Hockey, Asst.	4416	4515	4615	4607	4711	4815	4837	4947	5057
Cheerleader, V. Fall	2590	2883	2735	2890	2766	2839	2825	2904	2982

Cheerleader, JV Fall	2097	2094	2154		2169	2172	2229		2281	2277	2341	
Inframurals [2] Boys/Girls	3017	3017	3017		3017	3017	3017		3017	3017	3017	
Flosses Center Coord.	4288	4419	4589		4490	4640	4790		4720	4870	5020	
Competition	1850	1900	1950		1900	1940	2010		2000	2040	2140	
Cheerleading												
PEART MILLER		2002-03				2003-04				2004-05		
	1	2	3		1	2	3		1	2	3	
SOCCER, BOYS	3795	3835	3875		3950	3990	4060		4110	4150	4255	
SOCCER, GIRLS	3795	3835	3875		3950	3990	4060		4110	4150	4255	
BASKETBALL, BOYS	3795	3835	3875		3950	3990	4060		4110	4150	4255	
BASKETBALL, GIRLS	3795	3835	3875		3950	3990	4060		4110	4150	4255	
BASEBALL	3795	3835	3875		3950	3990	4060		4110	4150	4255	
SOFTBALL	3795	3835	3875		3950	3990	4060		4110	4150	4255	
CROSS COUNTRY	3331	3371	3411		3445	3485	3555		3600	3845	3755	
SPRING TRACK HEAD	3795	3835	3875		3950	3990	4060		4110	4150	4255	
SPRING TRACK, ASST.	2954	2994	3034		3050	3090	3160		3190	3230	3340	
VOLLEYBALL, GIRLS	3795	3835	3875		3950	3950	4060		4110	4150	4255	
WRESTING	3795	3835	3875		3950	3990	4060		4110	4150	4255	
INTRAMURALS	2361	2401	2441		2450	2490	2560		2570	2610	2680	

CO-CURRICULAR SALARY GUIDES

2002-2005

SCHEDULE E

High School	2002-03		2003-04		2004-05
Academic Decathlon	2498		2623		2759
Art Service Club	1894		1989		2088
Auditorium Manager	753		791		831
Building Computer Coordinator	2197		2307		2422
Broadway Club	1118		1174		1233

Computer Club	941.5		1977		2076
District Computer Coordinator					
Dramatics Director	2378		2497		2622
Environthon Team	830		871		914
Feedback Advisor	1229		1357		1425
Finance Club			871		914
French Honor Society/Club	912		967		1015
Freshman Advisor	1523		1599		1679
German Honor Society/Club					
Golf Club	2155		2263		2376
Graphics Art Club	1947		2044		2146
Honor Society	1521		1597		1677
Instrumental Music Concerts	1521		1597		1677
Interact	391		410		430
Jazz Rock Ensemble	1242		1304		1369
Junior class Advisor	2106		2211		2321
Latin Honor Society/Club	921		967		1015
Marching Band					
Mock Trial	2024		2125		2231
Mountain bike Club	820		860		905
Musical Technical Stage Dire	819		860		903
Musical Business Manager	962		1010		1060
Musical Dramatics Director	2624		2755		2893
Musical Vocal Director	1892		1986		2085
Musical Orchestra Director	1176		1235		1297
Musical Set Construction Cre	1576		1654		1737
Newspaper	1238		1300		1365
Pap Band	1040		1092		1147
Photography Club					
Publications Business Manager	1176		1235		1297
Senior Class Advisor	2428		2549		2676

Social Outreach	1118		1174		1233
Sophomore Class Advisor	1523		1599		1579
Spanish Honor Society/Club	921		967		1015
Stage Manager AV					
Stage Manager Crew					
Student Accounts					
Student Council	2429		2550		2677
Summer Wt. Room Supervisor					
TV/Video Club	1200		1260		1327
Twirlers Advisor					
Varsity Club	2158		2266		2379
Vocal Music Concerts	1551		1628		1709
Vocal Music Extra-Curricular	701		736		773
Yearbook Advisor	3169		3327		3493
Yearbook Advisor Assistant	1459		1532		1609
Pearl Miller	2002-03		2003-04		2004-05
6th Grade Advisor	1060		1110		1160
7th Grade Advisor	1260		1310		1365
8th Grade Advisor	1735		1765		1850
Classic Corps Facilitator	1820		1870		1925
Computer Club	1820		1860		1905
Computer Coordinator	2255		2345		2435
Financial Accounts	2295		2385		2475
Grade 6 Team Facilitator	1820		1870		1925
Grade 7 Team Facilitator	1820		1879		1925
Grade 8 Team Facilitator	1820		1870		1925
Homework Help Program	1038		1085		1140
Instrumental Concerts	1227		1280		1340
Literary Man/Newspaper	1290		1340		1410

Social Outreach Club	689		720		760
Student Council	1772		1845		1925
Vocal Music Concerts	1470		1525		1585
Wash. Trip Chaperone	725		770		815
Wash. Trip Director	1457		1530		1610
Yearbook	1660		1715		1785

ELEMENTARY

CO-CURRICULAR

	2002-03		2003-04		2004-05
Computer Coord - Kiel	2250		2340		2430
Computer Coord - Stony	2421		2510		2600
Kinder-Parent Orientation	289		320		350
Kinder - Mini Days	289		320		350
Kinder-New St Orientation	289		320		350
Peec Chaperons	735		770		815
Peec Director	1350		1415		1485
Peec Fundraiser	339		365		395
Student Council	1600		1675		1755