

6. The intent of sick leave is to protect teachers during confining illness or accident. The allowance may not be used for non-confining illness except by Board of Education approval.

7. The Superintendent may request that an absence be certified by a physician's certificate if the teacher is absent more than four (4) consecutive days.

8. Termination Leave

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

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

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

1. $(1/200 \text{ of base salary}^* + \text{longevity}^*) \times (\text{the number of accumulated sick leave days})$ up to a limit of one year's salary + longevity based on the first 200 days.

* Individual's salary and longevity at the time of termination.

2. Accumulated sick leave days beyond 200 days will receive additional payment based on the following schedule:

250-299 days	\$ 5,000.00
300-349 days	10,000.00
350-399 days	15,000.00
400-449 days	20,000.00

(d) All monies will be paid in 5 equal installments beginning July 1st of the termination year and in each of the four years that follow.

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

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

(g) Upon the death of an active employee, the estate of said employee shall receive the termination leave benefit in the same manner as if the deceased employee had left the district for other reasons.

(h) Notification of retirement must be made to the District no later than February 1 in order to begin payment on July 1 of the same year as stipulated in part (c). If notification is made after February 1, the first payment will be made on July 1st of the following year and will then be paid in the four years that follow that year as stipulated in part (c).

9. Employees hired by the Board after April 14, 2003, upon retirement, with 20 years of service in the District, shall receive \$50 per day for all accumulated sick days upon retirement with the Board's payment to be capped at \$15,000. Any employee eligible for the termination leave benefit under Section 8 shall not be eligible for this benefit.

- C. If a teacher comes to work in the morning and is sent home ill before noon in the elementary or 11:35 a.m. in the middle or high school, he or she is charged only one-half day absence. However, on the third occurrence and thereafter, the teacher shall be charged a full sick day. If an elementary teacher is sent home after 12:00 noon or a middle or high school teacher after 11:35 am, he or she is not charged any time off. However, on the third occurrence and thereafter, the teacher shall be charged a half sick day.

ARTICLE XX

TEMPORARY LEAVES OF ABSENCE

- A. As of the beginning of the 2008-2009 school year, teachers shall be entitled to the following temporary non-cumulative leaves of absence with full pay each school year:

1. Three (3) days leave of absence for religious, legal, business or family matters which require absence during school hours. Personal days shall be granted upon submission of completed attendance form five (5) days prior to date of request. In emergency situations, form will be submitted upon return to school. Personal days may not be used before or after a scheduled day of no school. This article does not include Saturdays or Sundays.

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

UNUSED PERSONAL DAYS

1. It has been agreed upon by the Board of Education and the Kearny Education Association that staff members will be paid for each unused personal day at the end of the school year. The payment schedule for unused personal days shall be as follows:

(a) Effective July 1, 2023 if a staff member does not use any personal days during the school year, he/she shall receive \$250.00.

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

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

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

(b) Effective July 1, 2024 if a staff member does not use any personal days during the school year, he/she shall receive \$250.00.

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

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

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

(c) Effective July 1, 2025, if a staff member does not use any personal days during the school year, he/she shall receive \$250.00.

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

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

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

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

2. Professional business days for the purpose of visiting other schools or attending meetings or conferences of an educational nature shall be granted at the discretion of the Superintendent of Schools.
3. Time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system. Other legal proceedings which require a teacher's absence shall be decided by the Superintendent of Schools.

4. (a) In case of death in the immediate family, a teacher shall be allowed a number of days not to exceed seven (7) consecutive calendar days, beginning with the day after death, without loss of salary. Immediate family is defined as father, mother, husband, wife, child, sister, brother, grandparents, in-laws, or anyone who has actually occupied a position as a member of the immediate family.
- (b) In the event of the death of a teacher or student in the Kearny Public Schools, the principal may grant to an appropriate number of teachers or students sufficient time off to attend the funeral.
- (c) In case of death of relatives other than those in the immediate family, such as uncle, aunt, niece, nephew and cousin, absence of one (1) day shall be allowed without loss of salary. At the discretion of the Superintendent, allowance may be extended to three (3) days where long travel is involved.
5. At the discretion of the Superintendent up to ten (10) days may be granted at the end of a school year as may be required to attend summer school classes and/or to travel to the place where such classes are to be held.
6. Time necessary for persons called into active duty of any unit of the U.S. Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session, a teacher shall be paid the difference between his regular pay and the pay which he receives from the state or federal government, not to exceed a total of three (3) months duration.
7. Salaries not to exceed a total of three (3) weeks duration shall be allowed for teacher's absence caused by quarantine and such absence shall not result in the loss of accumulated sick days.
8. Absence for military physicals and veteran rehabilitation shall be allowed with pay.
9. Other leaves of absence with pay may be granted by the Board for good reason.
- B. Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the teacher is entitled.

ARTICLE XXI

EXTENDED LEAVES OF ABSENCE

- A. The Board agrees that up to two (2) tenure teachers designated by the Association shall, upon request, be granted a leave of absence without pay for up to two (2) years for the purpose of engaging in activities of the Association or its affiliates.
- B. A leave of absence without pay of up to two (2) years shall be granted to any tenure teacher who joins the Peace Corps, VISTA, National Teacher Corps., or serves as an exchange teacher or overseas teacher, and is a full time participant in either of such programs, or accepts a Fulbright Scholarship.
- C. Para-military leave without pay shall be granted to any tenured teacher whose spouse is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment not to exceed a period of three (3) years.
- D.
 - 1. A non-tenure teacher shall notify the Superintendent of her pregnancy. Said teacher may request a maternity leave without pay and said leave shall be granted by the Board of Education at the recommendation of the Superintendent. A teacher may continue in her position as long as she can fulfill her duties as a teacher. The Board requires a monthly report from the doctor, commencing with the fifth month of pregnancy, stating that the pregnant teacher is fit to continue her teaching duties.
 - 2. A tenure teacher may request a maternity leave without pay. A teacher may continue in her position as long as she can fulfill her duties as a teacher prior to the anticipated date of the birth of the child, except in cases of stillbirth, in which case the teacher may elect to return to her position at an earlier date. The Board requires a monthly report from the doctor, commencing with the fifth month of pregnancy, stating that the pregnant teacher is fit to continue her teaching duties. All leaves will be dated as of the opening of school in September. Upon the recommendation of the Superintendent and approval of the Board of Education, a teacher may return at an earlier date than provided herewith.

3. Any tenured teacher adopting an infant child may receive similar leave which shall commence upon receiving de facto custody of said child or earlier, if necessary, to fulfill the requirements for the adoption. No teacher on maternity leave shall, on the basis of said leave, be denied the opportunity to substitute in the Kearny School District in the area of her certification or competence.

- E. A leave of absence without pay of up to two (2) years shall be granted for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Board.
- F. The Board shall grant a leave of absence for one or two years, or as required by law, to a teacher to serve in a public office.
- G. Other leaves of absence without pay may be granted by the Board for good reason.
- H.
 - 1. Upon return from leave granted pursuant to Sections A and B of this ARTICLE, a teacher shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent, provided, however, that time spent on said leaves shall not count toward the fulfillment of the time requirements for acquiring tenure. A teacher shall not receive increment credit for the time spent on a leave granted pursuant to Sections C, D, E, F or G of this ARTICLE.
 - 2. All benefits to which a teacher was entitled at the time of his leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him upon his return, and he shall be assigned to the same position which he held at the time said leave commenced, if available or, if not, to a substantially equivalent position if available.
- I. All requests for extensions or renewals of leaves shall be applied for in writing at least sixty (60) days prior to the termination of the extended leave. The disposition of the request shall be conveyed to the applicant in writing.

ARTICLE XXII

SUBSTITUTES

- A. Positions which are vacant because teachers are temporarily absent or on leave shall, to the extent possible, be filled by personnel who have fully met the appropriate certification requirements of the New Jersey State Board of Examiners.
- B. The Board will attempt at all times to maintain an adequate list of substitute teachers. Teachers must utilize the Staff Absence Reporting System between 4:00 P.M. and 7:30 A.M. to report absence and the reason thereof. Once a teacher has reported absence, it shall be the responsibility of the administration to arrange for a substitute.
- C. 1. (a) It is desirable for each teacher to have an uninterrupted preparation period each day. The practice of using a regular teacher as a substitute is undesirable. In those cases where regular substitutes are not available, regular teachers who volunteer may be used as substitutes during their non-teaching time. In the absence of volunteers, a teacher may be assigned to serve as substitute. Volunteers and assigned teacher shall be paid at a rate to be determined at the salary negotiations. Such coverage shall be arranged by the principal of the school in question and shall be distributed as equitable as possible among the teachers in said school.

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

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

(a) Effective July 1, 2023, the teachers who receive students from another class will be paid at the rate of \$42.00 per hour. If two teachers receive a split class, each teacher will receive \$21.00 per hour. If four teachers receive students from a split class, each teacher will receive \$10.50 per hour.

(b) Effective July 1, 2024, the teachers who receive students from another class will be paid at the rate of \$43.00 per hour. If two teachers receive a split

class, each teacher will receive 21.50 per hour. If four teachers receive students from a split class, each teacher will receive a \$10.75 per hour.

(c) Effective July 1, 2025, the teachers who receive students from another class will be paid at the rate of \$44.00 per hour. If two teachers receive a split class, each teacher will receive \$22.00 per hour. If four teachers receive students from a split class, each teacher will receive \$11.00 per hour.

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

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

(a) Effective July 1, 2023, \$42.00 will be paid for an hour and a proportionate amount for any fractional part of an hour. In other words, 30 minute coverage will be compensated at the rate of $\frac{1}{2}$ of \$42.00; 20 min. $\frac{1}{3}$ of \$42.00.

(b) Effective July 1, 2024, \$43.00 will be paid for an hour and a proportionate amount for any fractional part an hour. In other words, 30 minute coverage will be compensated at the rate of $\frac{1}{2}$ of \$43.00; 20 min. $\frac{1}{3}$ of \$43.00.

(c) Effective July 1, 2025, \$44.00 will be paid for an hour and a proportionate amount for any fractional part of an hour. In other words, 30 minute coverage will be compensated at the rate of $\frac{1}{2}$ of \$44.00; 20 min. $\frac{1}{3}$ of \$44.00.

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

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

ARTICLE XXIII

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. In our rapidly changing society teachers must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change and other topics related to education. The Board recognizes that it shares with its professional staff responsibility for the upgrading and updating of teacher performance and attitudes. The Association also recognizes its responsibility to encourage the teachers in the Kearny School District to abide by the professional code of ethics at all times.
- B. To work toward the ends stated above, the Board agrees to implement the following at the beginning of the 1990-91 school year:
1. To pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions or other sessions which a teacher is required and/or requested by the administration to take except those courses which a teacher may be required to take to achieve a standard teaching certificate.
 2. Requests from teachers for authorization to attend courses, workshops, seminars, conferences, in-service training sessions or any such session during school time may be granted by the Superintendent.
 3. To cooperate with the Association in arranging in-service courses, workshops, conferences, and programs designed to improve the quality of instruction. Such activities shall be coordinated through the Superintendent and the SciP Committees.
 4. KEA members will be reimbursed \$25 by the Board of Education upon presentation of an NJEA convention certificate of attendance. These certificates must be given to each building principal for reimbursement by the Board of Education.
 5. (a) Effective July 1, 2023, members of the professional development staff who are requested to prepare major courses of study or make major curriculum revisions on their own time shall be compensated at the minimum rate of \$42.00 per hour provided that authorization for such work has been received from the Superintendent in writing.

(b) Effective July 1, 2024, members of the professional development staff who are requested to prepare major courses of study or make major curriculum revisions on their own time shall be compensated at the minimum rate of \$43.00 per hour provided that authorization for such work has been received from the Superintendent in writing.

(d) Effective July 1, 2025, members of the professional development staff who are requested to prepare major courses of study or make major curriculum revisions on their own time shall be compensated at the minimum rate of \$44.00 per hour provided that authorization for such work has been received from the Superintendent in writing.

- 6 (a) Effective July 1, 2023, members of the professional staff who are requested to act as Turnkey Teachers on their own time shall be compensated at the minimum rate of \$42.00 per hour provided that authorization for such work has been received from the Superintendent in writing.

(b) Effective July 1, 2024, members of the professional staff who are requested to act as Turnkey Teachers on their own time shall be compensated at the minimum rate of \$43.00 per hour provided that authorization for such work has been received from the Superintendent in writing.

(c) Effective July 1, 2025, members of the professional staff who are requested to act as Turnkey Teachers on their own time shall be compensated at the minimum rate of \$44.00 per hour provided that authorization for such work has been received from the Superintendent in writing.

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

The second conference day will occur in the Spring, after March 15th, following a full day of school and the conference hours shall be 5 p.m. - 8 p.m. (Schedules for the conference days shall be arranged by the building principals.) High School conferences as per school calendar schedule.

- D. With the exception of those set forth in subsection (C) above, any professional development days held on District property for Association members serving grades PK-12 shall have the following start and end times:

Single Session: 1:40 p.m. – 3:40 p.m.
Full Day: 8:30 a.m. – 3:00 p.m.

Every reasonable effort will be made by the Administration to rotate single session days between the elementary schools.

ARTICLE XXIV

PROTECTION OF TEACHERS, STUDENTS AND PROPERTY

- A. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.
- B. A teacher may use reasonable force as is necessary to protect themselves from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within control of a pupil.
- C. Teaching staff members shall be entitled to indemnification in civil, administrative, criminal, and other proceedings in accordance with law.
- D.
 - 1. The Board shall give full support including legal and other assistance for any assault upon the teacher while acting in the discharge of his duties.
 - 2. When an absence arises out of or from such assault or injury, the teacher shall not forfeit any sick leave or personal leave.
 - 3. Benefits derived under this or subsequent Agreements shall continue beyond the period of any Workmen's Compensation until the complete recovery of any teacher when absence arises out of or from assault or injury.
- E.
 - 1. Teachers shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior.
 - 2. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the teacher for information in the possession of the Superintendent relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the teacher, the police, and the courts.

- F. If criminal or civil proceedings are brought against a teacher alleging that he committed an assault in connection with his employment, such teacher may request the Board to furnish legal counsel to defend him in such proceedings. If the Board does not provide such counsel and the teacher prevails in the proceeding, then the Board shall reimburse the teacher for counsel fees incurred by him in his own defense.
- G. The Board shall reimburse teachers for any loss, damage, or destruction of clothing or personal property of the teacher while on duty in the school, on the school premises, or on a school-sponsored activity, provided such loss, damage, or destruction of clothing or personal property is not due to teacher's own negligence.
- H. The Board shall reimburse a teacher for the cost of medical, surgical or hospital services (less the amount of any insurance reimbursement) incurred as the result of any injury sustained in the course of his employment.
- I. Substitute nurses will be provided for programs up to 25 substitute days. The Head Nurse and Superintendent will decide by mutual agreement the substitute nursing activities.
- J. Live video surveillance of instructional areas will only be accessed in the event of a school safety or security need.

ARTICLE XXV

MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

- A. It is the duty and responsibility of all administrators, coordinators, supervisors, and teachers to maintain a learning situation in all classrooms. When this learning situation is disrupted, immediate action should be taken to remedy this condition. It is the philosophy of the Kearny Public Schools to give all children the opportunity for learning without unnecessary interference.
- B. When a student by his behavior is seriously disrupting the instructional program to the detriment of other students, the teacher may temporarily dismiss the student from the classroom and refer him to the principal or other authorized personnel.
- C. When, in judgment of a teacher, a student requires the attention of the principal, assistant principal, a counselor, psychologist, physician, nurse, or other specialist, he shall so inform his principal or immediate superior who shall take appropriate and immediate action to improve the situation.

ARTICLE XXVI

INSURANCE PROTECTION

A. 1. Effective July 1, 2017, the Board will provide health benefits through Open Access Point-of-Service Plan (currently Aetna), a high-deductible plan, or Savings Plus. Benefits provided shall be equal to or better than the plan referred to above. The Board will continue to pay the premium for each employee and, in cases where appropriate, for family-plan insurance coverage (family, two adults or parent/child, whichever is applicable).

2. Effective July 1, 2009, an employee may waive health benefits as long as the member provides proof of other insurance. Waiver will be based upon the coverage previously received by the employee. By waiving health benefits, an employee will receive the following:

a. Waiver of Family coverage	\$4,000.00
b. Waiver of 2 Adults	\$3,500.00
c. Waiver of Parent/Child	\$2,100.00
d. Waiver of Single.....	\$1,400.00
e. Waiver of Prescription	\$1,400.00

3. For each teacher who remains in the employ of the Board for the full school year, the Board will continue to make payments of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1 and ending August 31; when necessary, premiums in behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage. In the event a teacher's insurance coverage cannot be obtained due to missing the annual enrollment period, the teacher may obtain personal coverage for health-care insurance and said teacher shall be reimbursed for the cost of the same, but such cost shall not exceed the amount the Board would have been required to pay if said teacher had been enrolled in the group policy. If, however, the teacher has missed the enrollment period due to an error on the part of the Board, the Board shall be responsible for the full cost of private coverage until group coverage can be put into effect.

B. The Board will continue supplying to the members of the unit a co-pay prescription family plan at \$8.00 deduction for generic drugs and \$13.00 deduction for legend drugs with the selection and type of plan to be determined at the discretion of the Board.

- C. Effective July 1, 2011, and for the duration of this contract, the sum of money per member for the dental plan shall be increased to the premium rate determined by the insurance carrier and the Kearny Board of Education. Said sum will cover the full cost of the dental plan. The existing coverage with Delta Dental shall not change for the duration of this contract.
- D. The Board shall provide to each teacher a description of the health-care insurance coverage provided under this Article which shall include a clear description of conditions and limits of coverage as listed above.
- E. The Board shall continue to provide Group Life Insurance, underwritten by the Prudential Insurance Company of America, providing a \$5,000.00 life insurance policy for all active employees only, to be in effect until such a time as said employee retires. When an employee retires, he may pay the Board of Education the premium for a \$1,000.00 life insurance policy.
- F. Effective January 1, 2021, any employee hired on or after July 1, 2020 who is eligible for health benefits shall be enrolled in the New Jersey Educators Health Plan ("NJEHP"). All such employees shall remain enrolled in the NJEHP, or the Garden State Health Plan ("GSHP") following its availability on July 1, 2021, or shall waive coverage through December 31, 2027. Effective January 1, 2021, any employee hired prior to July 1, 2020 who is eligible for health benefits may enroll in Direct Access/10, NJEHP, or GSHP. Employees enrolled in the NJEHP or GSHP shall make payments toward the cost of coverage in accordance with P.L. 2020, c. 44 ("Chapter 44"). Employees enrolled in any other health benefit plan shall make payments toward the cost of coverage in accordance with P.L. 2012, c. 78 ("Chapter 78").

ARTICLE XXVII

PERSONAL AND ACADEMIC FREEDOM

- A. The personal life of a teacher is not an appropriate concern for attention of the Board except as it may directly prevent the teacher from performing properly his assigned functions during the workday.
- B. Teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, providing said activities do not violate any local, state or federal law.
- C. The Board and the Association acknowledge the fundamental need to protect teachers from unreasonable censorship or restraint which might interfere with their obligation to pursue truth in the performance of their teacher functions.

ARTICLE XXVIII

BOOKS AND OTHER INSTRUCTIONAL MATERIALS AND SUPPLIES

- A. The Board shall allocate sufficient funds to provide for the purchase and/or replacement of textbooks, library books, instructional materials, supplies and equipment of sufficient quality and quantity to enable teachers to properly fulfill their teaching responsibilities.
- B.
 - 1. A procedure for reviewing and evaluating books and other instructional materials and supplies shall be instituted by the Superintendent as soon as possible after the effective date of this Agreement. Said procedure shall provide, among other things, for the following:
 - (a) Committees shall be established to make recommendations for the subject areas;
 - (b) School-based teachers shall constitute a majority of each such committee;
 - (c) Where applicable supervisors shall be a member of this committee and have one (1) vote, and
 - (d) The recommendation of such committees shall be published and distributed to all schools by the Superintendent.
 - 2. A textbook Policy Committee (consisting of three (3) members appointed by the Superintendent, two (2) members appointed by the Association, and one (1) member appointed by the Board) shall be established as soon as practicable to work out the mechanics of the aforesaid procedure so that it may be implemented by the beginning of the 1990-91 school year.
 - 3. Textbooks and instructional materials in all subject areas and at all grade levels shall be selected so as to best show the cultural diversity and pluralistic nature of American society in both textual and illustrative material and reflect the most recent authoritative scholarship on the history and contributions of various racial, ethnic, and religious groups and their prominent representatives in American life.

ARTICLE XXIX

DEDUCTION FROM SALARY

- A.
 - 1. The Board agrees to deduct from the salaries of its teachers dues for the Kearny Education Association, the Hudson County Education Association, the New Jersey Education Association or the National Education Association, or any one or any combination of such Associations as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, Public Laws of 1969 and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the Kearny Education Association by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations. Teacher authorizations shall be made on the forms set forth by the Association.
 - 2. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
 - 3. Additional authorization for dues deduction may be received after August 1 under rules established by the State Department of Education.
- B. The Board agrees to deduct from teachers' salaries money for local, state and/or national association services and programs as said teachers individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to such association or associations.
- C. Deductions will be equalized for each check and will not be taken out of one check.

D. Representation Fee

1. Purpose of Fee—If an employee does not become a member of the Association during any membership year (i.e. from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative. Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year.
2. Notification—Prior to the beginning of each membership year, the Association will notify the Board in writing, of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year.
3. Certification—The Association will certify to the Board before the start of each membership year that the amount of the representation fee to be assessed does not exceed 85% of unified dues, fees and assessments.
4. Demand and Return—The Association agrees that it will, in conformity with the applicable laws, establish a demand and return system for all teachers and will present appropriate evidence of the existence of such a system to the Board.
5. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of or by reason of any action taken or not taken by the Board in conformance with this provision.
6. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association, will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues.

ARTICLE XXX

FAIR DISMISSAL POLICY

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

ARTICLE XXXI

MISCELLANEOUS PROVISIONS

- A. This Agreement constitutes Board policy for the term of said Agreement, and the Board and the Association shall carry out the commitments contained herein and give them full force and effect as Board policy.
- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. All items and provisions of this Agreement, stated or implied, shall be in conformity with existing law and no such item or provision shall presently, or in any subsequent revision, deprive either party of any rights, responsibilities, or privileges enacted by the Legislature of the State of New Jersey or by the State Board of Education in terms of rules and regulations.
- C. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- D. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, assignment, promotion, transfer, or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.
- E. Copies of this Agreement shall be copied at the expense of the Board until such time as same is finalized, at which time the Association shall have copies of this Agreement printed and distributed to all teachers now employed, or hereafter employed.

F. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by certified letter at the following addresses:

1. If by the Association, to Board at 172 Midland Avenue, Kearny, N.J. 07032.
2. If by the Board, to Association at P.O. Box 343, Kearny, N.J. 07032, or to the school where the President is located.

G. 1. Association officers and building representatives shall be released at the end of the pupil day to attend association meetings.

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

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

H. 1. Effective July 1, 2020 for duties in addition to those regularly assigned the compensation will be:

(a) Lunch Duty 2023-2024.....\$35
 2024-2025.....\$35
 2025-2026.....\$36

(b) Curriculum, home instructor, Turnkey Teachers, Summer Special Education, or Saturday remedial or enrichment programs and summer school (including counselors, handicapped instructors, etc.):

\$42.00 per hour.....effective July 1, 2023

\$43.00 per hour.....effective July 1, 2024

\$44.00 per hour.....effective July 1, 2025

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

\$42.00 per hour.....effective July 1, 2023

\$43.00 per hour.....effective July 1, 2024

\$44.00 per hour.....effective July 1, 2025

2. Intervention and Referral Services (I&RS) will be added to this list of duties and will be paid the same amount as contractually agreed upon for said duties. Payment will be made only for time beyond the contracted school day.

ARTICLE XXXII

PERMISSIVE AND/OR NON MANDATORY SUBJECTS

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

It is further understood and agreed of the parties, that the Board shall not be bound by the aforesaid non mandatory and/or permissive subjects of negotiation even though they are contained and set out in the Agreement between the Kearny Board of Education and the Kearny Education Association for the period July 1, 2017 to June 30, 2020.

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

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

1. ARTICLE VI—SCHOOL CALENDAR
2. ARTICLE VIII—CLASS SIZE (Deleted)
3. ARTICLE IX—SPECIALISTS (Deleted)
4. ARTICLE XI—TEACHER ASSIGNMENT
5. ARTICLE XII—VOLUNTARY TRANSFERS AND REASSIGNMENTS
6. ARTICLE XIII—INVOLUNTARY TRANSFERS AND REASSIGNMENTS
7. ARTICLE XIV—PROMOTIONS OR SPECIAL ASSIGNMENTS

ARTICLE XXXIII

MENTORING

- A. Effective July 1, 2003 the Board and Association agree to implement a mentoring program as follows:
 - 1. The mentor of a regular route teachers and mentee will have collective release time of two (2) classroom periods per month for each of the ten (10) months of the school year, to be utilized for classroom observation only.
 - 2. The mentor of an alternate route teacher and mentee will have collective release time of three (3) periods per month combined for each of the ten (10) months of the school year, to be utilized for classroom observation only.
 - 3. An additional period per month may be granted by the principal.
- B. Should the provisional teacher leave the District prior to program completion, the Mentor will receive appropriate prorated compensation.

ARTICLE XXXIV

GRANT FUNDED POSITIONS

- A. Effective July 1, 2003, the following minimum hourly rates shall apply for all newly created funded grant positions:
- B. Nothing herein shall operate to reduce hourly rates for grant funded positions presently in effect and paid by the Board in excess of the foregoing hourly rates.

ARTICLE XXXV

TUITION REIMBURSEMENT

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

1. All certified staff members in the bargaining unit are eligible.
2. Prior approval of the Superintendent.
3. Distribution on first-come first-serve basis.
4. Priority shall be given for courses at accredited colleges in pursuit of a formal degree related to work or additional educational certifications.
5. Grade of "B" or better is required for the reimbursement.
6. Reimbursement is limited to \$500 per person for the first course taken during the school year and an additional \$250 per person for a second course taken during the same school year.
7. Transcript(s) for courses in which reimbursement is sought must be submitted to the Superintendent no later than the last day of school in Kearny.
8. Reimbursement to be made by the school district no later than Aug. 1st annually for the preceding school year.
9. Program is capped at \$60,000 for the District.
10. Reimbursement shall not be limited for Association members who seek to obtain certifications in high need areas as determined by the Superintendent. Reimbursements referenced in this subsection will be contingent upon the Association member's commitment to remain in the District for three (3) years after obtaining the requisite certification.

ARTICLE XXXVI DURATION OF AGREEMENT

2015. The collective bargaining agreement between the Board and the Association shall be for a period of three (3) years, commencing July 1, 2023 and terminating June 30, 2026.

2015. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, and their corporate seals to be placed hereon, all on the day and year first above written.

KEARNY BOARD OF EDUCATION



Samantha Paris, President



Cecilia Lindenfeser,
Vice President

KEARNY EDUCATION ASSOCIATION



Marcy Fisher, President



Alison Ricca

K.E.A. Negotiations Committee

Marcy Fisher, *Chairperson*

Erica Advocat	Joanne O’Malley
Melissa Dyl	Alison Ricca
Ashley Sansone	

Kevin McHale
NJEA UniServ Representative

Kearny Board of Education
2023-2026

Samantha Paris.....President

Cecilia Lindenfelser.....Vice President

Dr. Adeline Boyd	Jose A. Soares
Elizabeth A. Burke	Sebastian J. Viscuso
John J. McKenna	Laura Pettigrew
Mary Torres	

Juan FaciolinceBusiness Administrator/Board Secretary

Superintendent of Schools

Flora Encarnacao

Board Negotiator

Dennis McKeever, Esq.

**Kearny Education Association
Officers
2023-2026**

Marcy FisherPresident

Alison Ricca..... Vice President

Erica Advocat Recording Secretary

Catherine Comer-IversonTreasurer

Melissa Dyl.....Corresponding Secretary

SCHEDULE A
SALARY GUIDE – 2023/2024

STEP	BA	BA+16	BA+32	MA	BA+64	MA+32	Ph.D
1	55,499	57,299	59,399	61,599	64,099	69,599	71,599
2-3	56,699	58,499	60,599	62,799	65,299	70,799	72,799
4	57,899	59,699	61,799	63,999	66,499	71,999	73,999
5	59,099	60,899	62,999	65,199	67,699	73,199	75,199
6-7	60,299	62,099	64,199	66,399	68,899	74,399	76,399
8	61,899	63,699	65,799	67,999	70,499	75,999	77,999
9-10	63,899	65,699	67,799	69,999	72,499	77,999	79,999
11	66,899	68,699	70,799	72,999	75,499	80,999	82,999
12	70,005	71,805	73,905	76,105	78,605	84,105	86,105
13	73,505	75,305	77,405	79,605	82,105	87,605	89,605
14	77,005	78,805	80,905	83,105	85,605	91,105	93,105
15	80,505	82,305	84,405	86,605	89,105	94,605	96,605
16	84,005	85,805	87,905	90,105	92,605	98,105	100,105
16A	87,505	89,305	91,405	93,605	96,105	101,605	103,605
16B	91,005	92,805	94,905	97,105	99,605	105,105	107,105
17	94,505	96,305	98,405	100,605	103,105	108,605	110,605
OG	93,605	-	-	-	-	107,705	-

SCHEDULE B
SALARY GUIDE – 2024/2025

STEP	BA	BA+16	BA+32	MA	BA+64	MA+32	Ph.D
1-2	58,535	60,335	62,435	64,635	67,135	72,635	74,635
3-4	59,735	61,535	63,635	65,835	68,335	73,835	75,835
5	60,935	62,735	64,835	67,035	69,535	75,035	77,035
6	62,135	63,935	66,035	68,235	70,735	76,235	78,235
7-8	63,705	65,505	67,605	69,805	72,305	77,805	79,805
9	65,705	67,505	69,605	71,805	74,305	79,805	81,805
10-11	68,705	70,505	72,605	74,805	77,305	82,805	84,805
12	71,805	73,605	75,705	77,905	80,405	85,905	87,905
13	75,105	76,905	79,005	81,205	83,705	89,205	91,205
14	78,505	80,305	82,405	84,605	87,105	92,605	94,605
15	82,005	83,805	85,905	88,105	90,605	96,105	98,105
16	85,505	87,305	89,405	91,605	94,105	99,605	101,605
16A	89,005	90,805	92,905	95,105	97,605	103,105	105,105
16B	92,505	94,305	96,405	98,605	101,105	106,605	108,605
17	96,005	97,805	99,905	102,105	104,605	110,105	112,105
OG	95,105	-	-	-	-	109,205	-

A school psychologist working full-time on a 12-month basis shall be paid an additional 10% of his/her annual base salary as reflected on Schedules A, B, and C.

Effective July 1, 1992, part time school psychologists, social workers, and learning disabilities teacher consultants shall receive \$140.00 per diem.

Longevity: See Schedule D

Off Guide: See Schedule D

SCHEDULE C
SALARY GUIDE – 2025/2026

Step	BA	BA+16	BA+32	MA	BA+64	MA+32	PHD
1	60,855	62,655	64,755	66,955	69,455	74,955	76,955
2-3	62,055	63,855	65,955	68,155	70,655	76,155	78,155
4-5	63,255	65,055	67,155	69,355	71,855	77,355	79,355
6	64,455	66,255	68,355	70,555	73,055	78,555	80,555
7	66,005	67,805	69,905	72,105	74,605	80,105	82,105
8-9	67,855	69,655	71,755	73,955	76,455	81,955	83,955
10	70,855	72,655	74,755	76,955	79,455	84,955	86,955
11-12	73,955	75,755	77,855	80,055	82,555	88,055	90,055
13	77,155	78,955	81,055	83,255	85,755	91,255	93,255
14	80,455	82,255	84,355	86,555	89,055	94,555	96,555
15	83,855	85,655	87,755	89,955	92,455	97,955	99,955
16	87,255	89,055	91,155	93,355	95,855	101,355	103,355
16A	90,655	92,455	94,555	96,755	99,255	104,755	106,755
16B	94,055	95,855	97,955	100,155	102,655	108,155	110,155
17	97,505	99,305	101,405	103,605	106,105	111,605	113,605
OG	96,605	-	-	-	-	110,705	-

A school psychologist working full-time on a 12-month basis shall be paid an additional 10% of his/her annual base salary as reflected on Schedules A, B, and C.

Effective July 1, 1992, part-time school psychologists, social workers and learning disabilities teacher consultants shall receive \$140.00 per diem.

Effective July 1, 2012, for contracts years 2012-2013 and for 2013-2014 only, all members employed in the bargaining unit as of said date shall receive salary increase, exclusive of increment, and increment effective January 1 of contract year.

SCHEDULE D
LONGEVITY - Service in Kearny Only

	2023-2024	2024-2025	2025-2026
At the beginning of year			
16th Year	<u>\$6,250</u>	<u>\$6,400</u>	<u>\$6,400</u>
21st Year	<u>\$6,680</u>	<u>\$6,830</u>	<u>\$6,830</u>
26th Year	<u>\$7,325</u>	<u>\$7,475</u>	<u>\$7,475</u>
31st Year	<u>\$7,700</u>	<u>\$7,850</u>	<u>\$7,850</u>

SCHEDULE E

NON-RATIO SALARY PERSONNEL

SCHEDULE E	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>
<i>Director Coordinator of Health and Wellness</i>	10401	10697	11023
<i>Guidance Counselor</i>	2959	3084	3234
<i>District Substance Abuse/Student Assistance Coordinator</i>	3501	3626	3776
<i>School Social Worker</i>	2959	3084	3234
<i>Learning Disabilities Teacher Consultant</i>	2959	3084	3234
<i>Speech Language Specialist</i>	2959	3084	3234
<i>School Psychologist</i>	2959	3084	3234
<i>Behavior Specialist</i>	2959	3084	3234
<i>Head Nurse</i>	3523	3648	3798
<i>Director, KHS Summer School</i>	7583	7881	8031
<i>Head Teacher, Summer/Handicapped</i>	7756	7881	8031
<i>School Nurse</i>	2959	3084	3234
<i>Trainer</i>	7770	7895	8045
<i>Federally-Funded Summer Programs Coordinator</i>	7583	7881	8031
<i>Federally-Funded Summer Programs Assistant Coordinator</i>	5298	5473	5623

*Twelve (12) month, full-time position which shall be paid an additional 10 % of his/her annual base salary as reflected on Schedules A, B, and C.

1. The Job Placement Coordinator is on a twelve (12) month salary guide and shall be paid an additional 10 percent (10%) of his/her yearly salary.

SCHEDULE F

COACHES SALARY GUIDE

TITLE	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>
Baseball, Head	10,401	10,697	11,023
Baseball, Assistant	6,440	6,736	7,062
Baseball, JV	6,440	6,736	7,062
Baseball, Frosh	6,440	6,736	7,062
Basketball, Head (Boys)	10,401	10,697	11,023
Basketball, Assistant (Boys)	6,440	6,736	7,062
Basketball, JV (Boys)	6,440	6,736	7,062
Basketball, Frosh (Boys)	6,440	6,736	7,062
Basketball, Head (Girls)	10,401	10,697	11,023
Basketball, Assistant (Girls)	6,440	6,736	7,062
Basketball, JV (Girls)	6,440	6,736	7,062
Basketball, Frosh (Girls)	6,440	6,736	7,062
Basketball, Jr. School (Boys)	5,325	5,621	5,947
Basketball, Jr. School (Girls)	5,325	5,621	5,947
Bowling, Head	7,344	7,640	7,966
Bowling, Assistant	4,565	4,861	5,187
Crew, Head (Boys)	10,401	10,697	11,023
Crew, Assistant (Boys & Girls)	6,440	6,736	7,062
Crew, Head (Girls)	10,401	10,697	11,023
Crew, Land Coach (Girls)	4,082	4,378	4,704
Crew, Land Coach (Boys)	4,082	4,378	4,704
Cross Country, Head	7,705	8,001	8,327
Cross Country, Assistant (Boys)	6,440	6,736	7,062
Cross Country, Assistant (Girls)	6,440	6,736	7,062
Football, Head	11,189	11,485	11,811
Football, Assistant	6,569	6,865	7,191
Football, Equipment Manager	4,719	5,015	5,341
Football, Photographer	1,759	2,055	2,381
Football, Middle School	6,569	6,865	7,191
Golf	5,677	5,973	6,299
Ice Hockey, Head	10,401	10,697	11,023
Ice Hockey, Assistant	6,440	6,736	7,062
Soccer, Head (Boys)	10,401	10,697	11,023
Soccer, Assistant (Boys)	6,440	6,736	7,062

Soccer, JV (Boys)	6,440	6,736	7,062
Soccer, Frosh (Boys)	6,440	6,736	7,062
Soccer, Head (Girls)	10,401	10,697	11,023
Soccer, Assistant (Girls)	6,440	6,736	7,062
Soccer, JV (Girls)	6,440	6,736	7,062
Soccer, Frosh (Girls)	6,440	6,736	7,062
Softball, Head	10,401	10,697	11,023
Softball, Assistant	6,440	6,736	7,062
Softball, JV	6,440	6,736	7,062
Softball, Frosh	6,440	6,736	7,062
Softball, Middle School	5,325	5,621	5,947
Swimming (Boys)	7,705	8,001	8,327
Swimming (Girls)	7,705	8,001	8,327
Tennis, Head (Boys)	7,345	7,641	7,967
Tennis, Head (Girls)	7,345	7,641	7,967
Tennis, JV (Girls)	6,449	6,745	7,071
Track, Indoor, Head	10,401	10,697	11,023
Track, Indoor, Assistant	6,440	6,736	7,062
Track, Indoor, Assistant (Boys)	6,440	6,736	7,062
Track, Indoor, Assistant (Girls)	6,440	6,736	7,062
Track, Outdoor, Head	10,401	10,697	11,023
Track, Outdoor, Assistant	6,440	6,736	7,062
Track, Outdoor, Assistant (Boys)	6,440	6,736	7,062
Track, Outdoor, Assistant (Girls)	6,440	6,736	7,062
Volleyball, Head (Boys)	10,401	10,697	11,023
Volleyball, Head (Girls)	10,401	10,697	11,023
Volleyball, JV (Girls)	6,440	6,736	7,062
Volleyball, JV (Boys)	6,440	6,736	7,062
Volleyball, Frosh (Boys)	6,440	6,736	7,062
Volleyball, Frosh (Girls)	6,440	6,736	7,062
Weightlifting (3 SEASONS)	5,993	6,289	6,615
Wrestling, Head	10,401	10,697	11,023
Wrestling, Assistant	6,440	6,736	7,062
Wrestling, JV	6,440	6,736	7,062
Wrestling, Frosh	6,440	6,736	7,062
Wrestling, Jr. School	4,596	4,892	5,218

Head Coach Evaluation

Prior to the start of practice for any given season, fall, winter or spring, the head coach will meet with the Director of Athletics/Student Activities to establish goals and recommendations for his/her program. The results of this meeting will be formally documented. The Head Coach will receive a copy of the documentation.

Head Coaches will be observed in both practice and competitive settings. At the end of the season the Head Coach and the Director of Athletics/Student Activities will meet to discuss his/her performance and to review the formal Head Coach's evaluation.

The Head Coach and the Director of Athletics/Student Activities will be asked to sign the Evaluation Form. The Head Coach will have an opportunity to attach a statement to the evaluation form containing a rebuttal and/or other appropriate comments.

The Head Coach will receive a copy of the final signed evaluation form and he/she can attach to all existing copies of the evaluation a signed copy of his/her rebuttal or other appropriate comments.

SCHEDULE G
EXTRACURRICULAR ACTIVITIES SALARY GUIDE

TITLE	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>
Chemical Safety Officer	3,312	3,412	3,587
Horizontal Movement Chair	2,008	2,158	2,483
Mentoring	1,700	1,950	2,225
Elementary Schools			
Art Club	692	995	1,220
Book Club	692	867	1,220
Chorus	692	995	1,220
Newspaper	692	995	1,220
Patrols	480	780	1,005
Peers	692	917	1,220
School Spelling Bee	434	464	489
Student Council	904	1,354	1,684
Theater	804	1,029	1,220
Middle School			
4H Club	1,385	1,610	1,835
7th Grade Art Club	950	1,175	1,400
8th Grade Art/Photography Club	950	1,175	1,400
Intramurals Fall	2,014	2,239	2,464
Intramurals Winter	1,570	1,795	2,020
Intramurals Spring	2,014	2,239	2,464
Twirlers	2,086	2,311	2,536
Color Guard	2,943	3,168	3,393
Band	4,133	4,358	4,583
Anime Club	712	1,004	1,229
Drama Club	1,236	2,036	2,386
Oratorical	692	865	892
Peers	1,207	1,432	1,872
STEM Club	998	1,223	1,523
Student Council	3,747	3,972	4,197
Yearbook	3,747	3,972	4,197
Cheerleader, Middle School (Fall)	3,654	3,954	4,179
Cheerleader, Middle School (Winter)	3,115	3,415	3,640

High School			
Alpha and Omega	692	817	1,042
Art Club	950	1,225	1,575
Band Director	10,150	10,375	10,575
Assistant Band Director	6,914	7,139	7,339
Band Front	4,937	5,162	5,362
Band Front Flags	4,937	5,162	5,362
Band Front Percussion	4,937	5,162	5,362
Band Director, Jazz Band	954	1,179	1,579
Cheerleader, Head (Fall)	5,967	6,192	6,492
Cheerleader, Head (Winter)	5,967	6,192	6,492
Cheerleader, JV (Fall)	5,094	5,319	5,619
Cheerleader, JV (Winter)	5,094	5,319	5,619
Cheerleader, Frosh (Fall)	5,094	5,319	5,619
Cheerleader, Frosh (Winter)	5,094	5,319	5,619
Chess Club	654	979	1,329
Critics' Café	537	887	1,217
Culinary Club	2,261	2,511	2,736
Dance Team	1,735	1,985	2,485
DECA	692	917	1,217
ESL Café Club	692	917	1,217
Engineering Club	692	917	1,217
ERASE	1,996	2,221	2,446
Esports	2,461	5,961	6,186
FBLA	949	1,174	1,274
Fishing Club	382	407	532
Future Poets	692	992	1,217
Future Education Association	949	1,174	1,274
Gay, Lesbian, Straight Alliance	692	917	1,217
Honor Society, HS	2,899	3,399	3,999
HOSA Dental and Medical	1,735	1,960	2,185
HS Musical, Stage Director	4,961	5,186	5,386
HS Musical, Art Director	3,951	4,176	4,376
HS Musical, Choreographer	3,951	4,176	4,376
HS Musical, Instrumental Director	3,951	4,176	4,376
HS Musical, Vocal Director	3,951	4,176	4,376
HS Musical, Business Manager	3,523	3,748	3,948
HS Musical, Lighting	3,523	3,748	3,948
HS Musical, Sound Engineer	3,523	3,748	3,948
Hi-Kearnian, HS	2,972	3,197	3,422

Language Honor Society/French Club	694	919	1,144
Language Honor Society/Italian Club	694	919	1,144
Language Honor Society/Japanese Club	694	919	1,144
Language Honor Society/Latin Club	694	919	1,144
Language Honor Society/Spanish	694	919	1,144
K-Birds	2,086	2,311	2,561
Math League	692	917	1,142
REACH	1,996	2,221	2,471
SADD	692	917	1,217
SAVE	692	917	1,217
Science League Advisor	1,927	2,152	2,377
Science League Coordinator	2,743	2,968	3,193
Self-Advocacy Team	434	679	1,079
Senior Class Advisor	3,332 with no duty	3,557 with no duty	3,957 with no duty
Junior Class Advisor	2,491 with no duty	2,716 with no duty	3,116 with no duty
Sophomore Class Advisor	1,735	1,960	2,260
Freshman Class Advisor	1,735	1,960	2,260
Senior Play, Director	3,264	3,489	3,689
Senior Play, Business Manager	2,710	2,935	3,135
Senior Play, Lighting	2,710	2,935	3,135
Senior Play, Set	2,914	3,139	3,339
Senior Play, Sound Engineer	2,710	2,935	3,135
Stock Market Club	438	823	1,123
Student Government, HS	5,514	5,739	5,964
Technology Club/TSA	1,207	1,432	1,657
Teen PEP Advisor	4,735	4,960	5,185
Teenagers Against Animal Cruelty	434	784	1,059
Yearbook, HS	4,954	5,554	6,360
Library Council	635	738	838

Includes performance in four (4) parades. Any additional Middle School participation in parades, performed at the request of the administration, will be paid at \$100.00 per parade.

10 Years	\$ 500.00
15 Years	\$ 800.00
20 Years	\$1,000.00

Years toward longevity to be cumulative but not necessarily continuous within one (1) extracurricular activity in Kearny.

Clubs must meet minimum twice per month for a minimum twenty (20) minutes per meeting. A minimum of six (6) students per club must participate. Exceptions may only be made through administrative approval.

***6 kid minimum/no maximum**

***No time minimum or maximum**

SCHEDULE H
HORIZONTAL MOVEMENT
(REVISED DECEMBER 16, 2016)
(This guide became effective January 1, 2006)

BASIS FOR AWARD OF EQUIVALENCY CREDITS

- A. 1. There shall be a Committee created for the evaluation of equivalency credits. The Committee shall consist of four teachers.
- (a) Two teachers shall be appointed by the Superintendent;
- (b) Two teachers shall be selected by the Executive Board of the Kearny Education Association;
- (c) The terms of the members of the Equivalency Committee shall be three years; and
- (d) The Chairperson and the Secretary of the Committee shall receive three Equivalency Credits per year for their work and the other members shall receive two credits per year.
2. The Superintendent reserves the right to hear and act on appeals to the Committee's decisions.
- B. Teachers holding an academic Bachelor's degree with a Standard Teaching Certificate may become eligible for B.A.+16, B.A.+32, M.A., B.A.+64, M.A.+32, or Ph.D. when they participate in the activities broadly stated below.
1. For budget purposes and in order to be used for salary increments, final application for completed equivalency credits must be filed in the Superintendent's Office prior to January 1 of the preceding school year so that allowance may be made in the budget for payment of the increment to begin the following September.
2. Upon completion of the course necessary to attain the next level, an official transcript bearing the college seal must be submitted to the Superintendent's Office.
3. Upon receipt of evidence of completion (official transcript) of any program that allows a teacher to move from one level to another the teacher shall be

placed on a new level retroactive to the application dates of September 1 or February 1 of that school year, provided the approved course credit is completed prior to the retroactive date.

- 4.* Of the credits needed at the B.A.+16, B.A.+32, B.A +64, M.A.+32 levels, all academic credits must be gained in an accredited institution on the graduate level and may or may not be in the applicant's field.

May 11, 1950

Revised January 1, 1962

Revised September 1, 1968

Revised September 1, 1970

Revised July 1, 1972

Revised November 26, 1974

Revised March 10, 1988

Revised September 1, 1996

Revised January 1, 2006

Revised January 1, 2009

Revised December 2016

*This provision does not apply to undergraduate credits earned by employees before the Board's ratification date. The Board shall be responsible for requesting this information from employees.

ADDENDUM A

AM/PM HELP PERIOD

On October 10, 2000, the Superintendent, members of the Kearny Board of Education, and members of the Kearny Education Association agreed to the final language for help period. The language below was approved at the Kearny Board of Education meeting held on November 20, 2000.

Help Period

1. On any days when help period for students is scheduled, teachers shall have the option of scheduling this time prior to the beginning of the student or following the close of the student day under the following conditions:
 - a. Morning Help Period shall not be mandated.
 - b. The teacher shall notify the principal of his/her help period schedule at the beginning of each marking period.
 - c. If in a given marking period an administrator determines that a lack of coverage in a building area, grade, subject or any other reasonable basis (will occur) he/she shall meet with the teachers involved in an attempt to work out a schedule to remedy the situation.
 - d. In the event that the situation cannot be resolved, the principal may assign the teacher to afternoon help period.
2. Each teacher shall notify students of, and post his/her help period schedule in appropriate place(s) at the beginning of each marking period. Should an emergent situation require the teacher to alter his/her schedule, the students and appropriate supervisor/administrator shall be notified as far in advance as possible.