

AGREEMENT BETWEEN
THE RAHWAY BOARD OF EDUCATION
AND
THE RAHWAY EDUCATION ASSOCIATION
COVERING THE PERIOD: JULY 1, 2002 - JUNE 30, 2005
FOR THE FOLLOWING GROUPS OF EMPLOYEES

CLASSROOM TEACHERS
SPECIAL EDUCATION TEACHERS
GUIDANCE COUNSELORS
LIBRARIANS
NURSES
SOCIAL WORKERS
SECRETARIES
CUSTODIANS
COACHES
MAINTENANCE PERSONNEL
LEARNING DISABILITY TEACHER CONSULTANTS
EXTRA SERVICES PERSONNEL
ATTENDANCE OFFICER
PARAPROFESSIONALS
ROTC INSTRUCTORS
COORDINATORS

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**Article I
RECOGNITION**

- A. The Board acknowledges with the Association that it has recognized said Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment of the following groups of employees: Teachers, Guidance Counselors, Librarians, Nurses, Social Workers, Secretarial Personnel, Custodians, Coaches, Maintenance Personnel, Learning Disability Teacher Consultants, Coordinators, ROTC Instructors, Extra Services Personnel, Attendance Officer, and all Paraprofessionals appointed by the district.

- B. It is agreed that all clauses in this Contract referring to teachers or teaching staff members shall also relate to Secretarial Personnel and Custodial/Maintenance Personnel and all other members of the bargaining unit except for sections entitled Article VIII - Teaching Hours and Work Load; Article IX - Teacher Work Year; Article XI - Teacher Employment; Article XII - Teacher Assignment Sections A, B1; Article XIII - Voluntary Transfers and Reassignments; Article XVII - Teacher Evaluation; Article XVIII - Employee Facilities, except where those facilities relate-to all employees; Article XXV Teacher Administration Liaison; Article XXVI - Professional Development; Article XXXI - Non-Tenure Teacher Employment Procedures; and Article XXXII - Complaint Procedure, which shall only relate to teaching staff members and where otherwise specifically noted. The terms "teachers or teaching staff members" shall include ROTC Instructors, except that ROTC Instructors who do not possess NJ State Teaching Certificates shall be paid in accordance with the ROTC Instructor Salary Guide contained in Article XXVIII.

- C. The Association is recognized to be the exclusive representative for collective negotiations concerning the terms of employment of the employees in such unit including the representing of interests of such employee without discrimination and without regard to employee organization membership in accordance with Public Law 1974, Chapter 123.

(See motions adopted November 20, 1968, December 18, 1968 and March 19, 1969, February 14, 1983 at which time the recognitions referred to were adopted.)

**Article II
NEGOTIATION OF SUCCESSOR
AGREEMENT**

- A. The Parties agree to enter into collective negotiation regarding a successor Agreement in accordance with law, in a good faith effort to reach agreement concerning terms and conditions of employment, including salaries. Any Agreement so negotiated shall be reduced to writing during the process of negotiations and shall be subject to ratification by the Board and the Association

in its final form. Said negotiations shall commence in accordance with the time specified by PERC.

- B. The Board agrees that the procedures set forth in this **ARTICLE** shall be applicable to the determination and implementation of the grants received by the Board pursuant to any new federal and/or state laws, that will give the Board additional funds not earmarked for any specific program. In the event that an insufficient time is available, the President of the Association may waive the negotiations requirement after conferring with the Superintendent of Schools.
- C. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly ratified and executed by both parties.
- D. For the purpose of the Agreement, the word "Teacher" shall be defined as set forth in ARTICLE I, Section B.

Article III GRIEVANCE PROCEDURE

A. Purpose

The Purpose of this procedure is to secure at the lowest possible level, equitable solutions to those matters which are grievable. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

B. Definitions

The term "**Grievance**" means a complaint by any employee that, as to him/her, there has been an inequitable, improper, or unjust application, interpretation or violation of a policy, agreement, or administrative decision affecting said employee.

The term "**Grievance**" and the procedure relative thereto, shall not be deemed applicable in the following instances:

- 1) The failure or refusal of the Board to renew a contract of a non-tenure teacher.
- 2) In matters where the Board is without authority to act.
- 3) Evaluations, so long as all contractual provisions are complied with.

The term "**Employee**" shall mean any regularly employed individual under contract receiving compensation from the Board and included in the bargaining unit represented by the Association. The term "**Representative**" shall include any organization, agency or person authorized or designated by any employee or any

group of employees or by a public employees' association or by the Board to act on its or their behalf and to represent it or them, except that should a majority representative be selected, then in accordance with Law, said majority representative shall act as representative for all employees included in the unit. The term "**Party**" means an aggrieved employee, his/her immediate superior, the school principal or any staff member below the Superintendent who may be affected by the determination of the Superintendent in connection with the procedure herein established.

In initiating the grievance, the employee shall specify the exact origin of the complaint.

C. Procedures

1. For an individual's grievance procedure:
 - A.
 - 1) Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
 - 2) In the event a grievance is filed at such time that it cannot be processed completely under maximum time allowance by the end of the school year, the employee may withhold it until the beginning of the following school year.
 - 3) A grievance to be considered must be initiated within thirty (30) school days of its occurrence or within thirty (30) school days after the individual should have reasonably known of its occurrence.
 - 4) Formal rules of evidence shall not be followed at any level of the Grievance Procedure.
 - B.
 - 1) The aggrieved employee will present his/her grievance in writing to his/her immediate supervisor (Principal or Supervisor), either directly or through an Association representative. Within seven (7) working days of receipt of the grievance, the immediate supervisor shall hold a meeting with the aggrieved employee and the Association representative. Within seven (7) working days of the meeting, the immediate supervisor shall render a written decision on the grievance.

- 2) In the event that the aggrieved employee is not satisfied with the decision of the immediate supervisor, he/she may within seven (7) working days after receipt of the written decision by the immediate supervisor or within seven (7) working days of the date when the decision should have been received request that the Association refer the grievance to the Superintendent of Schools. Within seven (7) working days after the request of the aggrieved employee, the Association shall refer the grievance to the Superintendent.
- C. Within ten (10) working days of receipt of the grievance from the Association, the Superintendent of Schools shall hold a hearing with the aggrieved employee and his/her Association representative. Within ten (10) working days of the hearing, the Superintendent shall render his decision with reasons in writing to the aggrieved employee and the Association representative.
- D. 1) In the event that the aggrieved employee is not satisfied with the decision of the Superintendent, he/she may within five (5) working days after receipt of the written decision by the Superintendent or within five (5) working days of the date when the decision should have been received request that the Association refer the grievance to the Board of Education. Within five (5) working days of the request of the aggrieved employee, the Association shall refer the grievance to the Board Secretary.
- 2) Within five (5) weeks of the receipt of the grievance by the Board Secretary, the Board shall hold a hearing with the aggrieved employee and his/her Association representatives. Such hearing shall be scheduled prior to a scheduled Board meeting at a time that permits a full presentation of the grievance. Within thirty (30) days of the hearing, the Board shall render its decision with reasons in writing to the aggrieved employee and the Association representatives.
- E. If the aggrieved employee is dissatisfied with the decision of the Board and if the grievance pertains to this formal Agreement, he/she may within five (5) working days of the Board's decision or within five (5) working days of the date when the decision should have been received, request that the Association submit the grievance to arbitration. Within fifteen (15) working days of the request to submit the grievance to arbitration, the Association may, if it deems the grievance meritorious, submit the grievance to

arbitration by filing a Request for a Submission of a Panel of Arbitrators to the NJ Public Employment Relations Commission (PERC). Both the Board and the Association shall be bound by the rules and regulations established by PERC for the handling of arbitration.

Failure of the Association to file within the said time period shall constitute a bar to such arbitration unless the Association and the Board shall mutually agree upon a longer time within to submit the grievance to arbitration.

The arbitrator shall limit himself/herself to the issue submitted to him/her and shall consider nothing else. He/she shall neither add to nor subtract from the Agreement between the parties. The finding of the arbitrator shall be binding. The arbitrator's decision shall be rendered within thirty (30) days of the completion of the arbitration proceedings.

The cost of the services of the arbitrator shall be borne equally by the Board and the Association as to the first three (3) requests in each year of the contract, and for all others, by the party requesting arbitration.

F. The Board of Education of Rahway, New Jersey, has no further jurisdiction beyond the steps set forth above. However, in the event that the grievance shall remain unresolved after action by the Board of Education the aggrieved party will so notify the Board within ten (10) working days. There remain then two (2) more levels of referral:

1) The Commissioner of Education of the State of New Jersey, or through the State Board of Education pursuant to applicable statutes.

2) The Civil Courts

Procedures for referral here are established by the Commissioner's Office and by law respectively.

NOTE: As to both C.1A. and C.1B. above, inaction at any stage for the period specified for action shall be construed as a negative finding.

NOTE: An employee processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal.

The status quo shall be maintained pending resolution of said grievance.

2. For group grievance procedure:
 - A. In the event that a group of employees shall have a common grievance this grievance may be presented to the Building Principal(s) affected by the alleged contract violation. Thereafter, the procedure for the appeal shall follow in accordance with normal procedures. If more than one principal is involved in the grievance, all the principals shall hear the grievance together and then issue one decision.

Article IV
EMPLOYEE RIGHTS AND RESPONSIBILITIES

- A. Pursuant to law or laws the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and assist the Association and its affiliates for the purpose of engaging in collective negotiations and other activities for mutual aid and protection. As a duly elected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by law or laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates, his/her participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his/her institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- C. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth. Specifically exempted from this Article are any disputes involving the discipline of employees with statutory protection under the tenure law or with any alternate statutory appeals process.
- D. Whenever any employee is required to appear before the Superintendent or his/her designee, Board or any committee, member representative or agent thereof concerning any matter which could adversely affect the continuation of that

employee in his office, position, or employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have representatives of the Association present to advise him/her and represent him/her during such meetings or interview. Any suspension of an employee pending charges shall be with pay.

- E. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- F. Any employee shall have the right to comment in writing as to any material placed in his/her file, and such comment shall be attached to the original material. Should said employee desire a copy of said material, he/she shall have the right to do so by either copying said material by hand or by having copies made of said material at the Board office. Said requests for inspection shall be limited to two in any one academic year and upon reasonable notice by said employee to the office of the Superintendent, he/she shall have said files available for inspection at times agreed upon between those involved. A request by an employee to view his/her file shall not be denied.
- G. The past practice concerning the subject of teacher attendance at PTA/PTO meetings will continue during the term of this contract.
- H. Two half days per year shall be devoted to parent-teacher conferences for elementary teachers.
- I. The Superintendent's office shall provide, upon request by an employee, a job description for the position held by the employee.

**Article V
BOARD RIGHTS**

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains said right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations.

**Article VI
ASSOCIATION RIGHTS
PRIVILEGES AND RESPONSIBILITIES**

- A. The Board agrees to furnish to the Association in response to reasonable requests, from time to time, all of the district's public records, including but not limited to: annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations, agendas and minutes of all Board meetings, census data, individual and group teacher health insurance premiums and experience figures, names and addresses of all teachers, reports of Middle States Evaluation and such other information that shall assist the Association in

developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance and complaint.

- B. Whenever any representative of the Association or any employee participates during working hours in mutually scheduled negotiations with the Board, grievance proceedings, school conferences, or school meetings, he/she shall suffer no loss in pay. However, the number of representatives allowed to participate in connection with contract negotiations and grievances shall not exceed four (4).
- C. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The principal of the building in question shall be notified in advance of the time and place of all such meetings. Approval shall be obtained three (3) working days in advance from the school principal, which approval shall not be unreasonably withheld. In the event of any conflict with other use of the school building, the principal and the Association shall reach a mutually agreeable solution. Any costs beyond normal operational ones shall be assumed by the Association.
- D. The Association shall have the right to use school facilities and equipment, including typewriters, other duplicating equipment, calculating machines and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use. Further the Association shall have access to computer equipment, provided the Board has prior knowledge of the identity of Association user and said usage does not interfere with student computer time. The Association shall pay for reasonable cost of all materials and supplies incident to such use, and for any repairs necessitated as a result thereof.
- E. The Association shall have, in each school building, the exclusive use of a bulletin board in each employee lounge and dining room. The Association shall also be assigned adequate space on the bulletin board in the central office for Association notices only. The location of Association bulletin boards in each room shall be designated by the Association. Copies of all materials to be posted on such bulletin boards shall be given to the building principal, but no approval shall be required.
- F. The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary and without the approval of building principals or other members of the administration. No partisan political literature shall be distributed.
- G. 1) The Association shall be provided, without cost, a desk to be placed in an employee's lounge in the building to which the Association President is assigned. The Association shall be allowed to install a telephone at such location at its own expense.

- 2) The Association shall be provided, without cost, a private space in the building to which the Association President is assigned for use by the Association President. If space is not available in the President's building, alternate space shall be provided in a different building. Said space shall be equipped with a desk and two (2) chairs. The Association shall be allowed to install a telephone at such location at its own expense.
- H. The President of the Association shall receive up to five (5) days leave with pay on a half day or whole day basis for REA business, provided notice of absence is given to the Superintendent by 3:00 p.m. of the preceding school day, not to include those days required for mediation or fact-finding hearings. The Association shall reimburse the Board the full cost of the substitute's salary for any time so taken within thirty (30) days of the leave.

The President shall have the right to leave his/her assigned building whenever he/she has no classes or other assigned responsibilities with permission of the building principal, which shall not be unreasonably withheld. The Board shall not assign to the President of the Association during his/her term in office "duties" other than the usual classroom teaching duties.

The Grievance Chair of the Association shall have the right to leave the building before or after school or his/her lunch period during unassigned time except instructional or preparation periods, provided the building principal has been notified by 3:00 p.m. the previous workday for activity prior to 12:00 p.m. and 1:00 pm. the same day for afternoon departure. In the event an emergency arises said notification timelines are waived. However, the principal shall be contacted in advance.

- I. The Board, Administration and Association agree to respect, maintain, and promote the privacy of teacher evaluations, grievances in the process of consideration, unwritten communications between an administrator and the Association representative, and other information and communications, the revelation of which could tend to reduce teacher morale and effectiveness, invade the privacy of the individuals involved, or interfere with the effectiveness of communications between the Association and the Administration.
- J. The Board shall provide up to one (1) period per week of release time on a need basis to an Association Representative designated by the Association in each building to perform his/her function as Association Representative in the enforcement of the agreement. The Superintendent of Schools and the Principal of the building shall be notified of the name of this representative and any changes must be noticed at least one week in advance. Said time shall take place during duty times and the duties shall be assumed by other teaching staff members as assigned by administration. Request for use of this release time shall be made by the Association Representative to the Building Principal in sufficient advanced notice to allow for scheduling of duties in the school, and the reasonable

discretion of the Principal shall be exercised in approving and arranging when the release time shall be given, subject to the needs of the school.

- K. The Superintendent's office shall provide, upon request by the Association's President or his/her designee, a job description for a position held by an employee. Within ten (10) calendar days of adoption, the Board shall provide the Association with a copy of any new or revised job description for any position within the bargaining unit.

Article VII INSTRUCTIONAL COUNCIL

There shall be an Instructional Council of not less than five (5) nor more than seven (7) faculty members appointed by the President of the Association and such administrators and supervisors designated by the Superintendent not to exceed seven (7).

1. The Superintendent or his designee and the President of the Association are ex-officio, members of the Council.
2. The Chairman of the Council shall be elected yearly, rotating each year between administrators and the faculty members, with the first chairperson being a faculty member.
3. The Council shall meet once a month on a regularly scheduled basis and such other times as necessary. The Council may establish such committees and sub-committees as necessary.
4. The Council shall meet, discuss and study all matters pertaining to improving instruction in the school system.
5. The instructional matters requiring discussion and study may be initiated by the Council or the Superintendent.
6. The Council shall develop for the Superintendent's consideration, recommendations which will improve instruction in the schools.

Article VIII TEACHING HOURS AND WORK LOAD

- A. Unless otherwise set forth herein, the present practice of sole administrative decision of the Superintendent of Schools regarding this subject shall be maintained during the term of this Agreement.
- B. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to "clock in

or clock out" by hours and minutes. Teachers shall indicate their presence for duty by placing their initials in the appropriate column of the faculty "sign-in/sign-out" roster.

- C.
 - 1. No teacher shall be required to report for duty earlier than fifteen (15) minutes before the opening of the pupils' school day and shall be permitted to leave fifteen (15) minutes after the close of the pupils' school day. The pupil school day shall not be lengthened during the life of this contract.
 - 2. On days which are shortened for students, other than workshop days, teachers are required to remain for the full day, limited to 2 days per school year.
 - 3. If Christmas Eve falls on any day except Sunday or Monday, the preceding day shall be a shortened day for all employees and students.

The day prior to Thanksgiving vacation shall be a shortened day for all employees.

- D.
 - 1. All teachers shall reserve Wednesdays for faculty meetings as are required. Meetings shall begin no later than fifteen (15) minutes after normal student dismissal. Meetings may begin earlier when 80% of the teachers who are available are present. Meetings shall run no longer than 1 hour and 10 minutes. District-wide meetings shall start no later than 3:15 p.m. In order to attend meetings outside teachers' buildings, they shall be allowed to leave at the student dismissal time. Whenever possible, agenda shall be given to the teachers involved no later than 11:00 a.m. of the previous day. No faculty meeting shall be scheduled the day before Thanksgiving, Christmas recess and the NJEA Convention.
 - 2. Mandated meetings will be limited to Wednesday afternoons. Other meetings can be held on any other day on a voluntary basis.

- E. In addition to faculty meetings, a maximum of eight (8) workshops may be scheduled each year. Said workshops shall commence at 1:30 p.m. or earlier, if 80% of the available teachers are present and shall run no longer than 2 1/2 hours. Three of these workshops will be reserved for group work relative to the Middle States and/or New Jersey State Evaluations, as necessary. The Association pledges its cooperation in encouraging teachers to volunteer for such additional committee meetings as are necessary for state evaluations. No workshops shall be scheduled the day before the start of winter or spring recess.

- F. Head coaches and trainer will be excused upon request from meetings referred to in D and E above if there is a conflict with a practice or game.

- G.
1. Guidance counselors and other non-classroom instruction personnel shall have a break period of at least fifteen (15) minutes per day in which they may leave their areas. Such periods shall be scheduled by the Principal or his/her designee. Guidance counselors will make themselves available for the purpose of conferring as needed with parents and/or students outside the normal school day.
 2. Each teacher at the Middle School shall have one forty-five (45) minute preparation period daily.
 3. Each teacher at the High School shall have a minimum of one preparation period daily.
 4.
 - a. Each elementary schoolteacher shall be provided preparation time during that period when a specialist is normally scheduled to instruct the class.
 - b. It is the intent of the Rahway Board of Education to include a library class period for all elementary classes. The Rahway Board anticipates one class on a weekly or biweekly schedule.

It is the intent of the Board that the elementary teacher shall not attend the session with his/her class and have such period available as a preparation/conference period. This period shall be available to the teacher as long as the library period is provided.
 5. In the event a substitute teacher is not obtained, and a teacher loses his/her preparation period, the teacher shall be paid the following amounts for each class:

1st through 10th class coverage	\$20.00
11th through 15th class coverage	\$25.00
16th and more class coverage	\$30.00

Compensation shall be given when such class coverage assignment has been at the principal's direction.
- H. Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods. It shall be the duty of the teacher to inform the principal's office of such absence.
- I. Should a teacher's presence be needed to confer with a parent, an administrator, a supervisor, or Child Study Team member, said teacher will make himself/herself available for such conference at a mutually agreed upon time within a five (5) day period from the time the conference was requested.

- J. All teachers in the elementary schools will receive each day no less than 1/2 hour duty free lunch period, and no less than 1/2 hour preparation period, but not necessarily back to back.
- K. High school teachers assigned to Basic Skills, Art, ESL and Middle School teachers assigned to Special Education and Physical Education/Health may be assigned to teach six (6) periods per day. When so assigned, they will receive a percentage of their base salary as additional, pensionable compensation as follows:

2002-03	4%
2003-04	4%
2004-05	4%

In each of the three years of this agreement, High School and Middle School teachers, exclusive of guidance counselors, assigned to any other area will receive one-sixth (1/6th) of their base salary as additional, pensionable compensation, separate from the base salary when assigned a 6th period.

- L. Teachers shall attend one (1) evening Back-to-School program per school year.
- M. Teachers shall attend one (1) evening parent/teacher conference per school year as may be defined annually by the Board. The evening of parent/teacher conferences shall not be held on days preceding a weekend, holiday, or the NJEA Convention. The day of the evening parent/teacher conferences shall be a shortened day for students. Teachers may leave the schools fifteen (15) minutes after the students' dismissal time. Teachers shall return to their schools fifteen (15) minutes before the evening conferences are to begin.

**Article IX
TEACHER WORK YEAR**

- A. The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required. Commencing with the 2000-01 school year the in-school work year shall be 183 days, which shall include 1 day prior to the school year, 180 school days and 2 days for State-approved continuing professional development and/or in-service.
- B. The school calendar will be appended to the contract for reference only. Changes in the school calendar shall be made only after agreement between the Association and Board, except in cases of student disturbances, national or state emergencies or declarations and plant failures.
- C. The Board, when it so determines, shall employ a district nurse or district nurses during the summer to perform nursing duties. The Board shall post such

position(s). The nurse or nurses who agree to do such work shall be paid at the rate as set forth in Article XVI, B.

Article X
NON-TEACHING DUTIES

- A. 1. The Board and the Association acknowledge that a teacher's primary responsibility is to teach and that his/her energies should, to the extent possible, be utilized to this end.
- 2. An Association committee will serve to investigate and present findings to the Rahway Board of Education with respect to minimizing non-instructional duties in order that the teacher may focus on instruction and preparation for instruction. Any such findings shall be non-binding upon the Board.
- B. Activities which have no educational objective shall be barred from the classroom.
- C. There shall be no collection of funds for any activities or charitable purposes not appropriate or directly related to the age and interests of the students. With regard to charity collections not student sponsored, only such collections as are mutually agreed upon between the REA President and the Superintendent shall be conducted.
- D. Teachers shall not be required to drive students to activities which take place away from the school building. A teacher may do so voluntarily, however, with the advance approval of his/her principal or immediate supervisor. He/She shall be compensated at the current IRS rate per mile as of July 1 of each year for the use of his/her own automobile and shall be reimbursed for toll and parking expenses.

The Board shall provide appropriate insurance in such cases.

Article XI
TEACHER EMPLOYMENT

- A. Upon request of the REA President or his/her designated representative, a statement shall be provided as to the certification, degree held, and prior teaching experience of a newly employed teacher.
- B. Should the Board contemplate a significant reduction in staff positions, it agrees to notify the Association of that fact and meet with the Association upon request to discuss the reduction.
- C. 1. Each teacher shall be placed on his/her proper step of salary schedule.

2. Credit up to the maximum step of any salary level on the Teacher Salary Schedule may be given for previous outside teaching experience in a duly accredited school upon initial employment in accordance with the provisions of Schedule A. Additional credit not to exceed four (4) years for military experience or alternative civilian service required by the Selective Service System and credit not to exceed two (2) years for Peace Corps, VISTA, or National Teacher Corps work upon presentation of evidence of teaching experience shall be given upon initial employment.
- D. Previously accumulated unused sick leave days shall be restored to all teachers returning from an approved leave of absence or from a reduction in force.
- E. Any teacher with 90 working days or more of service hired to complete the school year will be given a full year's credit on the salary guide. Any teacher with less than 90 working days will not be given credit for any part of a year.
- F. 1. a. Tenured teachers shall be notified of their contract and salary status for the ensuing year consistent with state law, (no later than May 15,) except in a negotiating year, when the Board shall indicate that the salary shall be pending the outcome of negotiations.
2. Within fifteen (15) working days of ratification by both parties, the Board shall notify the employees of their new level and salary.
3. Non-tenured staff shall be notified in accordance with N.J.S.A 18A:27-10 of their employment status.

Article XII
TEACHER ASSIGNMENT

- A. 1. All teachers shall be given written notice of their salary schedules, class, and/or subject assignments, building assignments and tentative room assignments for the forthcoming year no later than the last day of school in June. Such notice shall not preclude the Superintendent's making changes in response to emergent requirements of the system during the summer recess. In such case, written notification shall be made to the teachers affected at their listed home address as soon as practicable. A list of said schedules and assignments shall be sent to the Association by September 30th. If computer runs have not been sent by the last day of school in June, final assignments shall be sent to each teacher affected as soon as the runs have been completed.
2. The Superintendent or his/her designee shall give notice of assignments to new teachers as soon as practicable.

3. In the event that changes in such salary schedules, class and/or subject assignment, building assignments or room assignments are proposed prior to or after September 1, the Association and any teacher affected shall be notified promptly in writing, and, upon the request of the teacher and the Association, the changes shall be promptly reviewed between the Superintendent, or his/her representative and the teacher affected and at his/her option a representative of the Association.
- B.
1. Schedules of teachers who are assigned to more than one school shall be arranged so that no teacher shall be required to engage in an unreasonable amount of inter-school travel. Such teachers shall be notified of any change in their schedule as soon as practicable.
 2. Teachers who may be required to use their own automobiles in the performance of their duties and teachers who are assigned to more than one (1) school per day shall be reimbursed for such inter-school travel at the I.R.S. rate as of July 1 of each year.

Article XIII
VOLUNTARY TRANSFERS AND REASSIGNMENTS

- A.
1. No later than May 30 of each school year, the Superintendent shall mail to the Association and post in all school buildings, a list of the known vacancies which shall occur during the following school year. In addition, all vacancies occurring subsequent to May 30 and prior to the close of school in June shall be posted as they occur. During summer vacation, vacancies shall be available for review during normal business hours at the Office of the Superintendent of Schools and shall be available to employees who telephone the Office of the Superintendent during business hours. Notice of potential vacancies occurring anywhere in the district during the school year will be posted as they occur in each school building.
 2. Employees who desire a change in work station or who desire to change to another building may file a written statement of such desire with the Superintendent. Such statement shall include the grade, subject, building or work area to which the employee desires to be placed and the building or buildings to which he/she desires to be placed, in order of preference.

If an employee desires to fill a posted vacancy, he/she will have three (3) days after the posting to file a written statement of such desire with the Superintendent and Principals. The Superintendent shall have five (5) work days to send to each employee an acknowledgment of said request by returning a stamped copy of same.

3. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building for the next year without applying for a specific position may file a written statement of such desire with the Superintendent and Principal not later than March 1 annually. Such statement shall include the grade and/or subject to which the teacher desires to be transferred in order of preference. Such statement shall be filed in duplicate with the Superintendent of Schools, and the Principal of the building shall be notified of same. The Superintendent shall have five (5) school days to send such teacher an acknowledgment of said request by returning a stamped copy of same.
4. No later than September 15, the Superintendent shall give to the Association a schedule showing the names of all employees who have been reassigned or transferred and the nature of such reassignment or transfer.

**Article XIV
INVOLUNTARY TRANSFER AND REASSIGNMENTS**

- A. Notice of an involuntary transfer or reassignment shall be given to employees as soon as practicable, and except in cases of emergency no later than June 1 of the school year except as may be extended through mutual agreement between the Superintendent and the Association President.
- B. Except in an emergency, involuntary transfer or reassignment shall be made only after a meeting between the employee involved and the immediate supervisor and (or any) other member of the Administrative staff. Prior to this meeting, however, the employee in question shall receive at least two (2) days advance written notice of the meeting including the reason for which the meeting is called. The employee at his/her option may have up to three (3) Association representatives at such meeting.
- C. A list of open positions in the school district shall be available to all employees being involuntarily transferred or reassigned. Such employees may request the positions, in order of preference, to which they desire to be transferred.

**Article XV
PROMOTION**

- A. Promotional positions are defined as positions paying a salary differential, requiring an additional certificate and/or positions on the administrator/supervisor levels. Positions which provide for "extra service" compensation are not promotional positions. All vacancies in promotional positions shall be adequately publicized by the Superintendent in accordance with the following procedure.

1. When school is in session, a notice shall be posted in each school as far in advance as practicable, ordinarily at least fifteen (15) school days before the final date when applications must be submitted and in no event less than six (6) school days before such date. A copy of said notice shall be mailed to the Association at the time of posting. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent of Schools or his/her designee within the time limit specified in the notice and an acknowledgment of receipt shall be made by stamping the duplicate copy and returning it to the applicant. Resumes shall be kept on file in the Superintendent's office and shall be reactivated for a specific position upon a written letter of application for each position sought by the teacher to the Superintendent or his/her designee within the time limit set forth above. It shall be the responsibility and obligation of each individual teacher to see that the resume in his/her file is updated in order to give the Superintendent the most current information. The obligation shall not lie with the Superintendent to inform the teacher of any stale material in the resume. It shall be the responsibility of the teacher to submit an updated resume desired to be reviewed when applying for a position. Each applicant who is a member of this bargaining unit shall be afforded an interview for each vacancy for which he/she has applied (provided that, in the case of certificated employees, the applicant is certified for the said positions). In the event of a reposting, any member of the bargaining unit previously interviewed shall be reinterviewed upon the request of either the applicant or the Superintendent or his/her designees.
 2. Teachers who desire to apply for a promotional position which may be filled during the summer period when school is not regularly in session shall submit their names to the Superintendent or his/her designee together with the position(s) for which they desire to apply, and an address where they can be reached during the summer. The Superintendent or his/her designee shall notify such teachers of any vacancy in a position and the schedule of interviews for which they desire to apply. Such notice shall be sent as far in advance as practicable, ordinarily at least fifteen (15) days before the final date when applications must be submitted and in no event less than ten (10) days before such date. In addition, the Superintendent or his/her designee shall, within the same time period, post a list of promotional positions to be filled during the summer period at the administration office, in each school, and a copy of said notice shall be mailed to the Association.
- B. In both situations set forth in Section A above, the qualifications for the position, such general duties which have been formulated as of, but not limited to, the date of posting and the rate of compensation shall be clearly set forth. No vacancy in any promotional position shall be filled other than in accordance with the above procedure.

- C. All qualified teachers shall be given adequate opportunity to make application and no position shall be filled until all properly submitted applications have been considered. The Board agrees to give due consideration to the professional background and attainments of all applicants and other relevant factors. In filling such vacancies, preference shall be given to qualified teachers already employed by the Board when all other factors are substantially equal. If the appointment is to be made, it shall be made not later than sixty (60) school days after notice is posted in the schools or the giving of notification to the interested teachers. Announcements of appointments shall be made by posting a list in the office of the central administration and each school building. The list shall be mailed to the Association and shall indicate which positions have been filled and by whom.
- D. This article does not apply to Paraprofessionals.

Article XVI
EXTRA SERVICES POSITIONS

- A. Extra services positions paying a salary differential but which are not promotional positions as defined in Article XV shall be filled in accordance with the procedures outlined in Article XIV except when the Board shall reappoint the same individuals currently holding said position(s). Any reference therein to promotional positions for the purpose of this Article only shall be deemed to refer to extra services positions. No tenure shall accrue to anyone holding an extra services position in that position.
- B. Extra work performed by teachers including summer school and summer workshop not covered by any other provision in the contract will be reimbursed by one of the following rate:

\$36.00 per hour
- C. This article does not apply to Paraprofessionals.

EXTRA SERVICES

<u>SENIOR HIGH SCHOOL</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>
Choral Director	\$2,573	\$2,638	\$2,704
Drama Coach	\$2,939	\$3,013	\$3,088
Play Assistants (3)	\$1,560	\$1,599	\$1,639
Band Director	\$5,881	\$6,028	\$6,178
Ass't Band Directors (2)	\$2,573	\$2,638	\$2,704
Boys Intramurals (per activity)	\$459	\$471	\$483
Girls Intramurals (per activity)	\$459	\$471	\$483
Yearbook Advisors:			
Production	\$2,022	\$2,072	\$2,124
Financial	\$1,470	\$1,507	\$1,545
Newspaper Advisor	\$2,387	\$2,447	\$2,508
Senior Class Advisor	\$1,424	\$1,460	\$1,496
Junior Class Advisor	\$1,103	\$1,131	\$1,159
Sophomore Class Advisor	\$1,103	\$1,131	\$1,159
Freshman Class Advisor	\$1,103	\$1,131	\$1,159
Central Detention	\$3,033	\$3,109	\$3,186
Student Government	\$1,515	\$1,553	\$1,592
DECA	\$1,287	\$1,319	\$1,352
Video Technician	\$1,872	\$1,919	\$1,967
Chairpersons	\$3,120	\$3,198	\$3,278
Weight Training Advisors(2)	\$1,997	\$2,047	\$2,098
ROTC Rifle Squad	\$2,246	\$2,303	\$2,360
ROTC Drill Team	\$2,746	\$2,814	\$2,885
ROTC Summer Program (2)			
Certified	\$7,488	\$7,675	\$7,867
Noncertified	\$6,240	\$6,396	\$6,556
Board Approved Clubs			
Academic Decathlon	\$601	\$616	\$631
Blue Tri	\$601	\$616	\$631
French Club & French National Honor Society	\$601	\$616	\$631
Key Club	\$601	\$616	\$631
Multi Ethnic Cultural Club	\$601	\$616	\$631
National Art Honor Society	\$601	\$616	\$631
National Honor Society	\$601	\$616	\$631
Outdoors Club	\$601	\$616	\$631
Thespian Society	\$601	\$616	\$631
Writers' Club	\$601	\$616	\$631
Chess	\$601	\$616	\$631
SADD	\$601	\$616	\$631
Summer Band Camp			
Director	\$1,248	\$1,279	\$1,311
Ass't Director	\$624	\$640	\$656
Peer Advisor	\$1,538	\$1,576	\$1,615
Peer Coordinator	\$2,050	\$2,101	\$2,154

<u>MIDDLE SCHOOL</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>
Band Director	\$1,836	\$1,882	\$1,929
Drama Coach	\$1,836	\$1,882	\$1,929
Play Assistants (2)	\$1,103	\$1,131	\$1,159
Newspaper Advisor	\$1,011	\$1,036	\$1,062
Yearbook Advisor	\$1,560	\$1,599	\$1,639
Choral Director	\$1,746	\$1,790	\$1,834
Intramural Sports (per activity)	\$459	\$471	\$483
Gymnastics Intramurals	\$459	\$471	\$483
8 th Grade Advisor	\$919	\$942	\$965
7 th Grade Advisor	\$919	\$942	\$965
6 th Grade Advisor	\$919	\$942	\$965
Student Council Advisor	\$781	\$801	\$821
Central Detention	\$3,033	\$3,109	\$3,186
Builders Club	\$601	\$616	\$631
Chairpersons	\$3,120	\$3,198	\$3,278
Board Approved Clubs			
Art Club*	\$601	\$616	\$632
Gospel Choir	\$601	\$616	\$632
It's Academic Club*	\$601	\$616	\$632
Math Challenge 24*	\$601	\$616	\$632
Math Counts*	\$601	\$616	\$632
National Honor Society*	\$601	\$616	\$632
Science	\$601	\$616	\$632
Chess Club	\$601	\$616	\$632
Book Club	\$601	\$616	\$632
<u>ELEMENTARY SCHOOL</u>			
Band Director	\$1,560	\$1,599	\$1,639
All-City Band (G & T)	\$1,378	\$1,412	\$1,448
Safety Advisors:			
Madison School	\$1,470	\$1,507	\$1,545
Grover Cleveland	\$1,470	\$1,507	\$1,545
Choral Director	\$887	\$909	\$932
ECO-KIDS	\$601	\$616	\$632
<u>DISTRICT</u>			
Adult School Director	\$9,554	\$9,792	\$10,037
Substance Awareness Coordinator	\$11,232	\$11,513	\$11,801
Technology Coordinator	\$11,232	\$11,513	\$11,801
Science Mentor	\$2,496	\$2,558	\$2,622
Curriculum Writing			
Full Year – New	\$624	\$640	\$656
Half Year – New	\$312	\$320	\$328
Full Year – Revision	\$312	\$320	\$328
Half Year – Revision	\$156	\$160	\$164
Family Math, Technology, & Science*	\$1,100	\$1,128	\$1,156
Family Reading**	\$550	\$564	\$578

* The stipend is paid for four (4) two (2) hour sessions and necessary preparation time. The stipend shall be paid to one teacher or split by two, three, or four teachers.

**The stipend is paid for two (2) two (2) hour sessions and necessary preparation time.

Article XVII
TEACHER EVALUATION

- A.
 - 1. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use therein of eavesdropping, public address, audio systems, and similar surveillance devices shall be strictly prohibited. The Association shall have the right to inspect any audio or public address system by an electronic specialist hired by the Association.
 - 2. All observations and evaluations will be in compliance with N.J.S.A. 18A:27-2.1 et seq.
 - 3. A teacher shall be given a copy of any observation or evaluation report within five (5) school days unless the individuals mutually agree to extend the time frame. A conference between the teacher and the evaluator shall be held for the purpose of identifying any deficiencies, extending assistance for their correction, and improving instruction. The teacher may have a representative at his/her request. No report shall be submitted to the central office for filing, placed in the teacher's file or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.
- B. A teacher shall have the right upon request to review the contents of his/her personnel file and to receive at Board expense one set of copies of any documents contained therein. A teacher shall be entitled to have a representative of the Association accompany him/her during such review.
- C. No material derogatory to a teacher's conduct, service, character or personality shall be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he/she has had the opportunity to review the material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his/her answer shall be provided to the Superintendent or his/her designee and attached to the file copy.
- D. Although the Board agrees to protect the confidentiality of personnel references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the teacher's inspection.
- E. Final evaluation of a teacher upon termination of his/her employment shall be completed prior to severance, provided such termination is at the end of the

contract period and this shall not apply to severance implemented by the employee.

- F. The parties agree that should the rules and regulations established by the State Board of Education and the State Department of Education change the procedure for evaluation of non-tenured teachers, then that procedure shall supersede this procedure.
- G. This article does not apply to Paraprofessionals.

Article XVIII
EMPLOYEE FACILITIES

- A. Each school shall have the following facilities:
 - 1. Space in each classroom in which teachers may store instructional materials and supplies.
 - 2. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.
 - 3. In addition to the aforementioned teacher work area, an appropriately furnished room which shall be reserved for the exclusive use of teachers as a faculty lounge. Although teachers shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school's custodial staff.
 - 4.
 - a. The Board shall provide two (2) non-pay telephones for the exclusive use of teachers, to be located in a setting that protects the confidentiality of conversation.
 - b. A private pay telephone in each faculty lounge for the exclusive use of teachers at no cost to the Board.
 - 5. A serviceable desk and chair for the exclusive use of teachers, and every teacher shall be assigned at least a four-drawer file cabinet or two two-drawer file cabinets for his/her exclusive use.
 - 6. A functioning communication system in the High School and Middle School buildings so that the teachers can communicate with the main office from their classroom to the extent possible, subject to breakdowns or budgetary problems.
 - 7. Well-lighted and clean teacher rest rooms, separate for each sex and separate from the students' rest rooms, if feasible.

8. A separate air-conditioned private dining area for the exclusive use of the employees.
 9. Free and adequate off-street paved parking facilities, properly maintained subject to weather conditions and identified exclusively for teachers' use, if the budget allows.
 10. Suitable private closet or locker space with lock and key for each teacher to store coats, overshoes, and personal articles.
- B.
1. The Board shall provide smocks for art and family & consumer science teachers, laboratory coats for laboratory teachers, shop coats for vocational and industrial arts teachers.
 2. Each year the Board shall provide two (2) sets of uniforms, one spring/fall lightweight jacket or wind-breaker and seventy (\$70) dollars towards the purchase of one pair of heavy duty work shoes for all maintenance and custodial personnel. A purchase order will be issued for the purchase of said uniforms by July 31st of each contract year. On initial employment, such employee will receive one extra uniform. In addition, every three years each maintenance and custodial employee shall receive one unit of foul weather gear which shall include a coat, pants, hat and boots. Such employees must wear an approved uniform at work. Failure to do so is subject to written administrative reprimand and all that follows.
- C.
- Between September 1st and June 30th, teachers shall call a telephone answering service between 6 p.m. and 6:45 a.m. as to Senior high School staff and 7 a.m. as to all other staff, to report unavailability for work. Repeated failure to comply with the above mentioned requirements may constitute an illegal absence. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute whenever possible. It shall not be necessary to provide substitutes for guidance counselors. If there has been an extended absence, as much advance notice by the teacher as possible of the date of return is to be provided. In the event the telephone answering service is inoperative, an appropriate alternative procedure will be established.
- D.
- Upon the request of the Association, vending machines shall be installed in the teachers' lounges and teachers' lunchroom areas at no cost to the Board. The proceeds from all such machines shall be placed in a student scholarship fund created for that purpose. Awarding of scholarships shall be administered jointly by the Association and the Superintendent.
- E.
- In order to permit freedom of actions both during and after legal school hours, all teachers shall be given access to the faculty lounge, teacher work area, and interior hallway gates of their base school by the administration in each school arranging a procedure by which such access may be afforded said staff members.

- F. Sections A, B, and C of this article do not apply to Paraprofessionals.

**Article XIX
SICK LEAVE**

- A. Employees employed on a 10-month basis are entitled to thirteen (13) sick leave days; employees employed on a 12-month basis are entitled to fifteen (15) sick leave days each school year as of the first official day of said school year whether or not they report for duty that day. All unused sick leave days are accumulative.

Paraprofessionals will receive up to ten (10) sick days per year cumulative.

- B. Employees shall be given a written accounting of accumulative sick leave days no later than September 15 of each school year, or as soon thereafter as possible.

**Article XX
TEMPORARY LEAVES OF ABSENCE**

- A. 1. Temporary absence with pay may be authorized by the Superintendent for:
- a) Non-certificated personnel: Make up time and work out of authorized vacation time.
 - b) Certificated personnel:
 - 1) Coverage will be attempted for teacher absence up to 1 1/2 to 2 hours to permit a teacher to attend a special occasion that involves the teacher's child or spouse, such as Parent Teacher conference, Guidance appointment or awarding of an honor to the spouse.
 - 2) A substitute will be hired for the day the teacher receives a degree if the award is made during school hours. If a function is not during school hours, the employee shall be provided with adequate travel time in order to reach his/her destination on time.
2. Temporary absence without pay may be authorized by the Superintendent of Schools.
3. Temporary absence with pay may be authorized by the Superintendent of Schools within the framework of Board policy or guidelines such as: workshops, conferences, conventions, etc.

4. No authorization for avoidable absence will be granted immediately before or after a holiday or vacation period and each avoidable absence must have prior written authorization.
5. Bereavement Policy: (Teacher, secretary, custodian, maintenance, attendance officer, and Paraprofessionals) Full pay deductions except for death in family as follows:

UP to:

7 days: Spouse, Child.

5 days: Father, Mother, Brother, Sister, Mother-in-law, Father-in-law, Grandchildren; Grandparents with a domicile in the home of the employee.

3 days: Any other relative with a domicile in the home of the employee, and a Grandparent with a domicile other than in the home of the employee.

1 day: Any other relative not residing in the home of the employee.

NOTE: Bereavement days shall be taken within 14 calendar days of the death and within the school calendar for 10 month employees.

6. JURY DUTY

If a deferment for jury duty has been requested by the employee and said request was denied by the court, the employee shall suffer no loss of pay for serving on the jury, provided he/she submits a copy of the request for the postponement and a copy of the denial for the postponement. Night custodians who serve on Jury Duty shall not be required to report for work at night and shall suffer no loss of pay. This section does not apply to Paraprofessionals.

7. PERSONAL DAYS

- (a) Each employee shall be authorized to take two days absence for personal business without giving any reason, so long as proper notice is given to the Principal of the School of said employee in advance and subject to the needs of the school. In addition, each employee who accumulates fifty (50) sick days or more as of June 30, shall be authorized to take a third day's absence for personal

business under the same conditions given above. This section does not apply to Paraprofessionals.

- (b) Unused personal days shall accumulate up to a maximum of four (4) days. Any additional unused personal days shall accumulate as sick days. This section does not apply to Paraprofessionals.

Not more than two personal days shall be granted in any calendar month or the day preceding a holiday or the day after a holiday without prior approval.

- (c) Each paraprofessional covered by this agreement shall be granted one personal day per year without reason, so long as proper notice is given to the Principal of the School of said employee in advance and subject to the needs of the school.

- 8. One (1) day for the purpose of attending the marriage of a member of the immediate family. This paragraph does not apply to Paraprofessionals and/or attendance officers.

- 9. Other leaves of absence with pay may be granted by the Board for good reason.

- 10. A request for a leave with pay, not to exceed five (5) days, may be granted upon written request and justification because of serious or critical illness in the immediate family which requires travel out of state for diagnosis or treatment. Such request shall not be unreasonably denied. This section does not apply to Paraprofessionals.

B. Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the teacher is entitled.

C. Four custodian/maintenance persons chosen by the REA will be given time off to go to the NJEA convention, two each day.

Article XXI EXTENDED LEAVES OF ABSENCE

A. The Board agrees that up to one (1) employee 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 the educational activities of the Association and its affiliates.

- B. 1. (1) A leave of absence without pay of up to two (2) years shall be granted to any tenured employee to participate in an educational activity in the Peace Corps, VISTA, National Teachers Corp.; or (2) Serve as foreign

exchange teacher or (3) To accept a Fulbright Scholarship. Credit shall be given on the salary guide.

2. Other leaves of absence, including but not limited to, for long-term illness, without pay, may be granted by the Board.
- C. A teacher on tenure shall be granted a leave of absence without pay for up to two (2) years, in segments of one (1) year each, to teach in an accredited college or university, or upon approval by the Superintendent, at a special education school facility.
- D. Military leave without pay shall be granted to any teacher who is inducted in any branch of the Armed Forces of the United States for the period of said service and three months thereafter, or three months after recovery of any wound or sickness at time of discharge. A similar leave shall be granted to the spouse of any teacher who is so inducted to join him/her for the period of special training in preparation for duty overseas in combat wars. Such term shall not exceed four years in length.
- E. Pregnancy and Child Rearing Leave:
1. In the case of pregnancy, any teacher shall have the right to apply for a leave without pay for child rearing purposes.
 2. An employee shall notify the Superintendent of her pregnancy as soon as it is medically confirmed.
 3. The application for child rearing leave may be made to become effective immediately upon the termination of the pregnancy leave.
 4. Employees on a child rearing leave shall be entitled to child rearing leave for the balance of that school year. Such leave shall, upon the request of the employee, be extended for one additional school year, except for employees with children born/adopted on or after July 1, who shall be entitled to two (2) additional school years of child rearing leave, provided that request is made prior to March 1.
 5. Where the birth of a child is anticipated during the first month of a school year and a child rearing leave is being requested, the child rearing leave must commence at the start of the year.
 6. Application for child rearing shall be filed at least three (3) months before the anticipated birth of the child.
 7. Where a teacher who has been granted a child rearing leave returns to the system at any time other than the start of the school year, such teacher may be assigned to any position decided upon by the Superintendent so

long as such assignment is within the certification of such employee, it being the purpose of such assignment not to interfere with or disrupt the instruction of the pupils, particularly where such pupils may have commenced their instruction with a teacher who was assigned to such pupils at the start of the school year.

8. Anything to the contrary notwithstanding, a child rearing leave granted to a nontenured employee need not be extended beyond the end of the contract school year in which the leave is obtained.
 9. The dates for the commencement and termination of child rearing leaves shall in all cases be subject to and based upon a finding and determination by the Board that such leaves will not substantially interfere with the administration of the school or with the education of the pupils.
 10. Except as herein otherwise set forth any teachers who do not elect to take a pregnancy and/or child rearing leave of absence, may continue to perform their duties as long as physically able to do so and will be entitled to return to their duties when their physician certifies that they are physically able to do so. A teacher not on leave who is rendered ill as a result of pregnancy shall be entitled to utilize sick leave benefits to the same degree as an illness not relating to pregnancy.
 11. Any teacher adopting an infant child not more than two years of age shall receive similar leave which shall commence upon his/her receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements of adoption.
- F. 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.
- G. An employee may request a leave of absence without pay for purposes of campaigning for public office for himself/herself when a candidate on a major political party ticket. The Board agrees to consider such requests and its decision shall be final.
- H. Other leaves of absence without pay may be granted by the Board.
- I. 1. Upon return from leave granted pursuant to this Article, a teacher shall be placed on the salary schedule at the next step from that which he/she had been paid while actively employed.
2. All benefits to which a teacher was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, shall be restored to him/her upon his/her return.

3. All extensions or renewals of leaves shall be arranged in writing and the determination issued in writing.
- J. Sections A, B, C, D, E, F, and G do not apply to Paraprofessionals.
- K. The Board agrees to comply with all provisions of the law with reference to pregnancy and child rearing leaves for Paraprofessionals.

**Article XXII
PROTECTION OF TEACHERS,
STUDENTS AND PROPERTY**

Each party recognizes the existence of N.J.S.A. 18A: 6-1 setting forth the law concerning corporal punishment upon pupils and those exceptions when such actions can be taken, and N.J.S.A. 18A: 16-6 setting forth the responsibilities of the Board concerning civil actions brought against certain employees of the Board, which statutes are incorporated herein by reference as if fully stated.

**Article XXIII
INSURANCE PROTECTION**

- A. The Board shall pay the full premium for each teacher, and in cases where appropriate, for family plan coverage. Coverage to include Blue Cross, Blue Shield, Rider J, and a Major Medical Program under "New Jersey Public and School Employees Health Benefit Plan." If an employee elects to enroll in a State sponsored HMO health program, said employee(s) will be responsible for any additional premium required. This section does not apply for Paraprofessionals however, Paraprofessionals are covered by Sections G.1. and G.2. of this article.
- B. For each employee who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1st and ending August 31st. When necessary, payment of premiums on behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage, subject to approval of insurance company. This section does not apply for Paraprofessionals, however, Paraprofessionals are covered by Sections F.1. and F.2 of this article.
- C.
 1. The Board shall provide to each new employee a description of the health care insurance coverage provided by this article upon enrollment in the plan. Each employee shall receive a copy of revisions as they are received by the Board. Requests for such materials by current employees shall be honored to the extent such material is available.

2. The Board shall permit use of school facilities to permit representatives of the N.J.E.A. Washington National Income Protection Plan to meet with teachers for the purpose of enrolling new members and permitting present members to adjust their coverage.
- D.
1. The Board shall pay the full premium for a Dental Insurance Plan, with a \$50.00 deductible per employee and dependents to a maximum of \$150.00 annually, to provide full employee coverage and full eligible dependent coverage, excluding Paraprofessionals.
 2. Option of using a preferred provider list of dentists at less cost.
- E. The Board shall provide a prescription plan for each employee within the bargaining unit excluding Paraprofessionals, with the following co-pay provisions: a \$5.00 Brand Name; \$1.00 Generic; and \$0.00 Mail Order.
- F.
1. The Board shall pay for those Paraprofessionals working 20 or more hours per week the full premium for each Paraprofessional, and in cases where appropriate for family plan coverage. Coverage to include Blue Cross, Blue Shield, Rider J and Major Medical under the "New Jersey Public and School Employees Health Benefit Plan."
 2. For each paraprofessional who is covered by Paragraph F. 1, and who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1 and ending August 31st. When necessary, payment of premiums on behalf of the paraprofessional's family shall be made retroactively or prospectively to assure uninterrupted participation and coverage, subject to approval of the insurance company.
- G. The Board shall have the right to change any of the insurance carriers for the above insurance provisions without negotiating same with the Association if the new coverage is equal to or better than the existing coverage in all aspects and the administration of the coverage is not changed. If the Board decides to change any of the insurance carriers, it shall notify the Association of its decision no less than sixty (60) days prior to the effective date of the change.

Article XXIV
DEDUCTIONS FROM SALARY

- A. Each party recognizes the existence of N.J.S.A. 52: 14-15.9e covering deductions from salary, which statute is incorporated herein by reference as if fully stated.
- B. Representation Fee

1. The Association shall, on or before October 1, deliver to the Board a written statement containing the following:
 - a) A statement that the Association has determined the amount of representation fee in accordance with the formulated requirements of N.J.S.A. 34:13-5.4.
 - b) A statement that the Association has established a "demand and return system" in accordance with the requirements of N.J.S.A.
 - c) A statement establishing the amount of yearly representation fee to be deducted from the salaries of each non-member. Such representation fee shall not exceed eighty-five percent (85%) of the regular membership dues, fees, and assessments.
2. Beginning with the first full pay period in November, the Board will commence deduction from salaries of such employees in accordance with paragraph 3 below, the full amount of the representation fee and will promptly transmit the amount so deducted to the Association.
3. Pay Deduction Schedule

The Board will deduct the representation fee equally, as nearly as possible, from the paychecks paid to each employee on the aforesaid list, during the remainder of the membership year in question. The deductions will begin with the first paychecks:

 - a) In November, or
 - b) Thirty (30) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position or was on lay-off, in which event, the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later. The mechanics for deduction of representation fees and the transmission of such fees due to the Association, as nearly as possible, shall be the same as those used for the deductions of regular membership to the Association.
4. 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 during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all employees.

5. The Association hereby agrees to indemnify, defend, and save harmless the Board from any claim, suit, or action of any nature whatsoever which may be brought at law or in equity, or before any administrative agency with regard to or arising from the deduction from the salaries of any employees of any sum of money as a representation fee under the provisions of this Agreement.
6. The Board will electronically deposit into an account of the bank used by the Board the salary or stipend checks of any employee so electing this feature.

**Article XXV
TEACHER ADMINISTRATION LIAISON**

- A. The Association shall select a faculty council for each school building which shall meet with the Principal and his/her designees at least once a month for the duration of the school year with times to be mutually agreed upon. Said council shall consist of not more than one member for each ten teachers in the school building, but shall in no event have less than two members.
- B. Areas for consideration by the council shall include, but not be limited to, school building level concerns regarding administration of this Agreement.
- C. The Association's Executive Council shall meet with the Superintendent during the school year at times mutually agreed upon by the Superintendent and Association President to review and discuss current school problems and the administration of this Agreement.

**Article XXVI
PROFESSIONAL DEVELOPMENT**

- A. 1. The Board shall reimburse tuition and cost of books up to eighteen (18) credits per year up to the then current per credit rate charged by Rutgers, The State University for courses taken at any accredited college or university, upon successful completion of courses related to professional work; such successful completion defined as the equivalent of a grade of "B" or better, except that in those instances of courses being taken as "Pass/Fail" a grade of "Pass" will document successful completion. There shall be no reimbursement for fees. The maximum amount to be spent by the Board is as follows:

2002-03	\$70,000.00
2003-04	\$80,000.00
2004-05	\$90,000.00

2. Any monies not used in a given fiscal year will be carried forward and applied to the subsequent year. Monies that are encumbered for a teaching staff member but not used shall be returned to the pool of available money. Teachers denied reimbursement for lack of funds shall be placed on a waiting list, notified of newly available funds, and offered the opportunity to take the course they had applied for.
3. A teaching staff member shall only be able to apply for up to six (6) credits per trimester (summer, fall and spring). During any application period, a teaching staff member shall only be able to apply for the next immediate trimester. Application shall be submitted to the Superintendent during the following periods:

May 1 – May 31	Summer Trimester
June 15 – August 15	Fall Trimester
November 1 – November 30	Spring Trimester

Applications will be logged in at the Superintendent’s office during normal office hours by date and time.

4. Within fourteen (14) calendar days of the beginning of a course, an applicant shall notify the Superintendent in writing that he/she has enrolled or not enrolled in the approved course. An applicant who has been approved for a course and fails to notify the Superintendent that he/she has not enrolled in the course shall be ineligible for tuition reimbursement for the next trimester.

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

B. Purpose

The Board recognizes that it shares with its professional staff the responsibility for the upgrading and updating of teacher performance and methodology. The Board and the Association support the principle of continuing training of teachers and the improvement of instruction. The parties further agree that each teacher should fulfill the obligation for professional improvement in ways that best serve her/his own problems, functions, interests, and needs.

The Board agrees to implement the following commencing with the 2000-2001 school year:

1. Professional Development Committee

In accordance with N.J.A.C. 6:11-13.3(d), the Board shall establish a Professional Development Committee.

2. Programs

The Board agrees to provide, within the district, two (2) full days of State-approved continuing professional development and/or in-service for a minimum of ten (10) clock hours per school year. Such professional development and/or in-service shall be planned and implemented by the district's Professional Development Committee. The district's programs shall be conducted during the in-school teacher workday and work year. On the full days of state-approved continuing professional development and/or in-service, the teachers' workday shall begin at 8:00 a.m. and shall end at 1:00 p.m. or a different five (5) hour period as mutually agreed upon between the Superintendent and the Association.

3. Each teacher shall be permitted a professional day each year to participate in State-approved continuing professional development and/or in-service. A teacher shall apply for approval from his/her immediate supervisor and the Superintendent for such days at least thirty (30) days prior to the requested leave day.

4. Record Keeping

The district shall maintain a record of the number of clock hours of State-approved continuing professional development and/or in-service for each teacher and provide each teacher with an accounting of his/her accumulated hours each September. Any teacher attending State-approved continuing professional development outside of the district shall be requested to submit the appropriate documentation to the Superintendent. Any discrepancies between the district and teacher's records should be noted and corrected within thirty (30) days of receipt of the Board's records. The responsibility for noting the discrepancy shall be with the teacher.

Article XXVII

SECRETARIES, CUSTODIANS & PARAPROFESSIONALS

- A. Secretaries shall be eligible for tenure as provided by statute and governed by all procedures therein. Non-tenured secretaries shall be laid off before any tenured secretary.
- B. All secretaries, custodians, maintenance personnel and Paraprofessionals shall have seniority based on the date of initial employment, subject to #C, D and E below.
- C. Lay-off and recall shall be by seniority except as provided by the exercise of tenure versus non-tenure rights for secretaries.

- D. Employees shall have seniority on a District-wide basis in each category. Seniority shall be computed based on the number of years of employment in the District. The accrual of seniority shall be governed by State regulations. Should a break in service occur, seniority shall be lost. For the purposes of this section, break in service is defined as resignation or termination for cause. Whenever a laid off employee is recalled, he/she shall have all benefits, including but not limited to, unused sick leave, accrued seniority, and unused vacation time restored.
- E. In the event of a reduction in force, seniority rights for the purpose of bumping may only be exercised provided the employee meets the minimum qualifications for the position.
- F. Secretarial, Custodial/Maintenance, and Paraprofessional employees may apply to the Superintendent, through their building principal, for approval to attend workshops, conferences, or courses that relate to his/her work assignment and that may or may not be scheduled during his/her work time. If the Superintendent approves, the Board shall pay the registration fees associated with such attendance. Approval must be obtained prior to registration. For each year of this contract, funds for this purpose will be limited to \$5,000. The \$5,000 for this purpose shall be in addition to the funds available for teacher's tuition reimbursement.

**Article XXVIII
SALARIES**

TEACHERS' SECTION

- A. With the approval of the Board of Education, increments as indicated on this salary guide will be granted to individuals upon recommendation of the Superintendent of Schools.
- B. "Bachelor's + 30 credits" column or in the "Master's + 30 credits" column, the 30 credits need not be earned after completion of requirements for the degree if those credits are those which relate to education methods, practices, advanced degree or subject matter field of the teacher. On or after July 1, 2002, credits earned for advancement to the Bachelor's + 30 column or the Master's + 30 column shall be limited to graduate credits. Credits earned for advancement to the Bachelor's + 30 column or the Master's + 30 column prior to July 1, 2002 by all current employees shall be grandfathered and need not be graduate level.
- C. Teachers may individually elect to have an amount of their monthly salary deducted from their pay. These funds shall be paid monthly to the County Educators Federal Credit Union. The Board and the Association agree to abide by the rules and regulations set forth by the C.E.F.C.U.

- D. 1. When a pay day falls on or during a school holiday, vacation or weekend, teachers shall receive their pay checks on the last previous working day, except when Easter falls during the first two weeks of April, in which case pay checks will be available in the Board office on or about the 14th of the month.
- 2. Paychecks shall be issued in envelopes.
- E. Employees employed on a ten (10) month basis shall receive their final checks (and the pay schedule for the following year) on the last working day in June.
- F. The Board shall pay for each unused sick day, at the time of retirement as approved by the N .J. State Division of Pensions additional compensation to each teacher computed as follows:
 - 1. For a teacher who retires on July 1, 2003, payment for each unused sick day shall be \$160.00 subject to the following conditions:
 - a. Unused sick days shall be paid over the first five years of retirement in increments of 80 days per year. Days in excess of 400 will be paid in cash at the time of retirement. These payments will be made to the estate of the teacher should the teacher die within the first five years of retirement.
 - b. To be eligible for this benefit, a teacher must submit an irrevocable notice of retirement to the Board no later than February 14, 2003.
 - 2. A teacher retiring during the 2002-03 school year, prior to July 1, 2003, and those who retired effective July 1, 2002, shall be paid for unused sick days at the following rate:

1-100	\$51
101 and beyond	\$80
 - 3. A teacher retiring during the 2003-04 school year shall be paid for unused sick days at the following rate:

1-100	\$53
101 and beyond	\$83
 - 4. A teacher retiring during the 2004-05 school year shall be paid for unused sick days at the following rate:

1-100	\$55
101 and beyond	\$86

The estate of a teacher who dies while in the employ of the Board shall be paid these benefits.

- G. The Board shall make available a summer payment plan in accordance with N.J.S.A. 18A:29-3

**RAHWAY TEACHERS
Salary Guide
Movement Pattern**

2001-02 Step	2002-03 Step	2003-04 Step	2004-05 Step
1	1	1	1
2	2	2	2
3	3	3	3
4	4	4	4
5	5	5	5
6	6	6	6
7	7	7	7
8	8	8	8
9	9	9	9
10	10	10	10
11	11	11	11
12	12	12	12
13	13	13	13
14	14	14	14
15	15	15	15
	MAXIMUM LEVELS		
			J
		I	I
	H	H	H
G	G	G	G
F	F	F	F
E	E	E	E
D	D	D	D
C	C	C	C
B	B	B	B
LONGEVITY			
L*	L*	L*	L*

* Longevity after 19 years of service in Rahway.

RAHWAY TEACHERS					
SALARY GUIDE					
2002-03					
Step	NON-DEGREE	BA	BA+30	MA	MA+30
1	\$37,018	\$41,150	\$41,508	\$43,057	\$44,046
2	37,249	41,404	41,765	43,311	44,305
3	37,479	41,661	42,024	43,566	44,564
4	37,720	41,914	42,282	43,825	44,826
5	37,957	42,177	42,542	44,082	45,087
6	38,193	42,436	42,804	44,341	45,346
7	38,427	42,696	43,058	44,597	45,606
8	38,659	42,954	43,320	44,858	45,866
9	39,128	43,474	43,814	45,384	46,134
10	39,980	43,845	44,365	45,948	47,538
11	40,706	44,362	44,974	46,558	50,176
12	43,169	44,923	45,642	47,667	53,212
13	45,688	45,857	46,674	49,114	56,249
14	48,455	50,820	51,795	54,617	60,295
15	51,386	57,094	58,187	61,305	65,387
MAXIMUM LEVELS					
H	\$52,912	\$58,792	\$59,918	\$63,129	\$67,329
G	54,493	60,549	61,708	65,015	69,341
F	56,072	62,302	63,497	66,900	71,352
E	57,669	64,073	65,304	68,802	73,380
D	59,135	65,706	66,963	70,551	75,245
C	60,761	67,510	68,804	72,494	77,317
B	62,277	69,196	70,526	74,308	79,249
LONGEVITY					
L*	\$63,385	\$70,426	\$71,751	\$75,530	\$80,484
* Longevity after 19 years of service in Rahway.					

**RAHWAY TEACHERS
SALARY GUIDE
2003-04**

STEP	NON-DEGREE	BA	BA+30	MA	MA+30
1	\$38,676	\$42,989	\$43,367	\$45,001	\$46,037
2	38,912	43,254	43,631	45,260	46,298
3	39,153	43,523	43,900	45,525	46,570
4	39,397	43,791	44,174	45,794	46,842
5	39,649	44,057	44,444	46,065	47,118
6	39,898	44,333	44,718	46,336	47,392
7	40,147	44,605	44,993	46,608	47,665
8	40,391	44,879	45,261	46,877	47,939
9	40,636	45,150	45,536	47,152	48,212
10	41,129	45,698	46,054	47,705	48,494
11	42,024	46,086	46,633	48,298	50,482
12	43,432	46,630	47,274	48,938	53,536
13	45,966	47,220	47,976	50,104	56,591
14	48,750	51,129	52,110	54,949	60,663
15	51,699	57,441	58,542	61,679	65,785

MAXIMUM LEVELS

I	\$53,227	\$59,138	\$60,271	\$63,502	\$67,729
H	54,808	60,897	62,065	65,390	69,741
G	56,445	62,718	63,917	67,344	71,826
F	58,081	64,534	65,771	69,296	73,907
E	59,734	66,368	67,643	71,267	76,008
D	61,253	68,059	69,362	73,079	77,940
C	62,938	69,928	71,269	75,091	80,087
B	64,508	71,675	73,053	76,969	82,088

LONGEVITY

L*	\$65,655	\$72,950	\$74,322	\$78,235	\$83,368
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* Longevity after 19 years of service in Rahway.

**RAHWAY TEACHERS
SALARY GUIDE
2004-05**

STEP	NON-DEGREE	BA	BA+30	MA	MA+30
1	\$40,371	\$44,865	\$45,262	\$46,982	\$48,066
2	40,608	45,136	45,534	47,249	48,336
3	40,855	45,415	45,811	47,521	48,612
4	41,109	45,697	46,093	47,799	48,897
5	41,365	45,979	46,382	48,083	49,183
6	41,630	46,259	46,664	48,367	49,473
7	41,891	46,549	46,952	48,651	49,760
8	42,153	46,834	47,241	48,937	50,046
9	42,409	47,121	47,522	49,219	50,334
10	42,666	47,406	47,810	49,508	50,621
11	43,184	47,981	48,355	50,089	50,917
12	44,543	48,849	49,429	51,193	53,566
13	46,036	49,426	50,108	51,871	56,744
14	48,778	51,158	52,140	54,979	60,696
15	51,729	57,472	58,574	61,713	65,820

MAXIMUM LEVELS

J	\$53,479	\$59,419	\$60,557	\$63,802	\$68,049
I	55,059	61,174	62,344	65,688	70,060
H	56,694	62,993	64,200	67,641	72,141
G	58,388	64,875	66,116	69,661	74,298
F	60,080	66,755	68,034	71,681	76,452
E	61,790	68,653	69,971	73,719	78,624
D	63,360	70,401	71,748	75,594	80,622
C	65,104	72,335	73,721	77,675	82,843
B	66,728	74,143	75,567	79,618	84,914

LONGEVITY

L*	\$67,914	\$75,462	\$76,879	\$80,929	\$86,237
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* Longevity after 19 years of service in Rahway.

ATHLETIC SALARY GUIDE				
2002-03				
POSITIONS	RATIO	1st Year	2nd Year	3rd year
Football - Head	1.000	\$6,808	\$7,559	\$8,694
Football - Assistant	0.750	\$5,106	\$5,669	\$6,520
Basketball - Head Boys & Girls	0.875	\$5,957	\$6,614	\$7,607
Basketball - Assistant Boys & Girls	0.750	\$5,106	\$5,669	\$6,520
Basketball - Middle School Boys & Girls	0.500	\$3,404	\$3,779	\$4,347
Wrestling - Head	0.875	\$5,957	\$6,614	\$7,607
Wrestling - Assistant	0.750	\$5,106	\$5,669	\$6,520
Wrestling - Middle School	0.500	\$3,404	\$3,779	\$4,347
Swimming - Head	0.525	\$3,574	\$3,968	\$4,564
Swimming - Assistant	0.400	\$2,723	\$3,023	\$3,478
Bowling - Head	0.350	\$2,383	\$2,645	\$3,043
Baseball - Head	0.750	\$5,106	\$5,669	\$6,520
Baseball - Assistant	0.625	\$4,255	\$4,724	\$5,434
Baseball - Middle School	0.500	\$3,404	\$3,779	\$4,347
Softball - Head	0.750	\$5,106	\$5,669	\$6,520
Softball - Assistant	0.625	\$4,255	\$4,724	\$5,434
Softball - Middle School	0.500	\$3,404	\$3,779	\$4,347
Golf - Head	0.250	\$1,702	\$1,890	\$2,173
Track (Spring) - Head Boys	0.725	\$4,936	\$5,480	\$6,303
Track (Spring) - Assistant Boys	0.400	\$2,723	\$3,023	\$3,478
Track (Winter) - Head Boys	0.725	\$4,936	\$5,480	\$6,303
Track (Winter) - Assistant Boys	0.350	\$2,383	\$2,645	\$3,043
Track - Cross Country	0.350	\$2,383	\$2,645	\$3,043
Track - Head Girls	0.725	\$4,936	\$5,480	\$6,303
Track - Assistant Girls	0.400	\$2,723	\$3,023	\$3,478
Tennis - Head Boys & Girls	0.500	\$3,404	\$3,779	\$4,347
Soccer - Head Boys & Girls	0.700	\$4,766	\$5,291	\$6,086
Soccer- Assistant Boys & Girls	0.500	\$3,404	\$3,779	\$4,347
Soccer - Middle School	0.400	\$2,723	\$3,023	\$3,478
Volleyball - Head Girls	0.600	\$4,085	\$4,535	\$5,216
Volleyball - Assistant Girls	0.400	\$2,723	\$3,023	\$3,478
Cheerleader - Advisor				
High School (All seasons)	0.700	\$4,766	\$5,291	\$6,086
Assistants (All seasons)	0.400	\$2,723	\$3,023	\$3,478
Trainer (All Sports)	\$3,480	Per season	\$10,440	3 seasons
Weight Lifting	\$1,108	Per season	\$3,324	3 seasons

ATHLETIC SALARY GUIDE				
2003-04				
POSITIONS	RATIO	1st Year	2nd Year	3rd Year
Football - Head	1.000	\$6,978	\$7,747	\$8,911
Football - Assistant	0.750	\$5,234	\$5,811	\$6,683
Basketball - Head Boys & Girls	0.875	\$6,106	\$6,779	\$7,797
Basketball - Assistant Boys & Girls	0.750	\$5,234	\$5,811	\$6,683
Basketball - Middle School Boys & Girls	0.500	\$3,489	\$3,874	\$4,456
Wrestling - Head	0.875	\$6,106	\$6,779	\$7,797
Wrestling - Assistant	0.750	\$5,234	\$5,811	\$6,683
Wrestling - Middle School	0.500	\$3,489	\$3,874	\$4,456
Swimming - Head	0.525	\$3,664	\$4,067	\$4,678
Swimming - Assistant	0.400	\$2,791	\$3,099	\$3,564
Bowling - Head	0.350	\$2,442	\$2,712	\$3,119
Baseball - Head	0.750	\$5,234	\$5,811	\$6,683
Baseball - Assistant	0.625	\$4,362	\$4,842	\$5,569
Baseball - Middle School	0.500	\$3,489	\$3,874	\$4,456
Softball - Head	0.750	\$5,234	\$5,811	\$6,683
Softball - Assistant	0.625	\$4,362	\$4,842	\$5,569
Softball - Middle School	0.500	\$3,489	\$3,874	\$4,456
Golf - Head	0.250	\$1,745	\$1,937	\$2,228
Track (Spring) - Head Boys	0.725	\$5,059	\$5,617	\$6,461
Track (Spring) - Assistant Boys	0.400	\$2,791	\$3,099	\$3,564
Track (Winter) - Head Boys	0.725	\$5,059	\$5,617	\$6,461
Track (Winter) - Assistant Boys	0.350	\$2,442	\$2,712	\$3,119
Track - Cross Country	0.350	\$2,442	\$2,712	\$3,119
Track - Head Girls	0.725	\$5,059	\$5,617	\$6,461
Track - Assistant Girls	0.400	\$2,791	\$3,099	\$3,564
Tennis - Head Boys & Girls	0.500	\$3,489	\$3,874	\$4,456
Soccer - Head Boys & Girls	0.700	\$4,885	\$5,423	\$6,238
Soccer- Assistant Boys & Girls	0.500	\$3,489	\$3,874	\$4,456
Soccer - Middle School	0.400	\$2,791	\$3,099	\$3,564
Volleyball - Head Girls	0.600	\$4,187	\$4,648	\$5,347
Volleyball - Assistant Girls	0.400	\$2,791	\$3,099	\$3,564
Cheerleader - Advisor				
High School (All Seasons)	0.700	\$4,885	\$5,423	\$6,238
Assistants (All seasons)	0.400	\$2,791	\$3,099	\$3,564
Trainer (All Sports)	\$3,567	Per season	\$10,701	3 seasons
Weight Lifting	\$1,136	Per season	\$3,408	3 seasons

ATHLETIC SALARY GUIDE				
2004-05				
POSITIONS	RATIO	1st Year	2nd Year	3rd Year
Football - Head	1.000	\$7,153	\$7,941	\$9,134
Football - Assistant	0.750	\$5,365	\$5,956	\$6,850
Basketball - Head Boys & Girls	0.875	\$6,259	\$6,949	\$7,992
Basketball - Assistant Boys & Girls	0.750	\$5,365	\$5,956	\$6,850
Basketball - Middle School Boys & Girls	0.500	\$3,576	\$3,971	\$4,567
Wrestling - Head	0.875	\$6,259	\$6,949	\$7,992
Wrestling - Assistant	0.750	\$5,365	\$5,956	\$6,850
Wrestling - Middle School	0.500	\$3,576	\$3,971	\$4,567
Swimming - Head	0.525	\$3,755	\$4,169	\$4,795
Swimming - Assistant	0.400	\$2,861	\$3,176	\$3,654
Bowling - Head	0.350	\$2,504	\$2,779	\$3,197
Baseball - Head	0.750	\$5,365	\$5,956	\$6,850
Baseball - Assistant	0.625	\$4,471	\$4,963	\$5,709
Baseball - Middle School	0.500	\$3,576	\$3,971	\$4,567
Softball - Head	0.750	\$5,365	\$5,956	\$6,850
Softball - Assistant	0.625	\$4,471	\$4,963	\$5,709
Softball - Middle School	0.500	\$3,576	\$3,971	\$4,567
Golf - Head	0.250	\$1,788	\$1,985	\$2,283
Track (Spring) - Head Boys	0.725	\$5,186	\$5,757	\$6,622
Track (Spring) - Assistant Boys	0.400	\$2,861	\$3,176	\$3,654
Track (Winter) - Head Boys	0.725	\$5,186	\$5,757	\$6,622
Track (Winter) - Assistant Boys	0.350	\$2,504	\$2,779	\$3,197
Track - Cross Country	0.350	\$2,504	\$2,779	\$3,197
Track - Head Girls	0.725	\$5,186	\$5,757	\$6,622
Track - Assistant Girls	0.400	\$2,861	\$3,176	\$3,654
Tennis - Head Boys & Girls	0.500	\$3,576	\$3,971	\$4,567
Soccer - Head Boys & Girls	0.700	\$5,007	\$5,559	\$6,394
Soccer- Assistant Boys & Girls	0.500	\$3,576	\$3,971	\$4,567
Soccer - Middle School	0.400	\$2,861	\$3,176	\$3,654
Volleyball - Head Girls	0.600	\$4,292	\$4,765	\$5,480
Volleyball - Assistant Girls	0.400	\$2,861	\$3,176	\$3,654
Cheerleader - Advisor				
High School (All seasons)	0.700	\$5,007	\$5,559	\$6,394
Assistants (All seasons)	0.400	\$2,861	\$3,176	\$3,654
Trainer (All Sports)	\$3,656	Per season	\$10,968	3 seasons
Weight Lifting	\$1,164	Per season	\$3,492	3 seasons

**MAINTENANCE & CUSTODIAL
PERSONNEL SECTION**

- A. SALARY GUIDE - Based upon:
- A. Boiler operation course or certification.
 - B. Individual recommendation for increments.
- A-1 High School Custodian-in-Charge
 - A-2 Middle School Custodian-in-Charge
 - A-3 Franklin and Roosevelt Custodian-in-Charge
 - A-4 Grover Cleveland and Madison Custodian-in-Charge
 - A-5 Assistants in all Schools
 - A-6 Assistants (10 months)
 - A-7 Assistants without boiler license
 - A-8 General Maintenance
- B. VACATIONS:
- 1. 1 week during first year after 6 working months.
 - 2. 2 weeks during second through fourth year after 1 1/2 working years.
 - 3. 3 weeks during fifth through ninth year after 4 1/2 working years.
 - 4. 23 days during tenth year and thereafter after 9 1/2 working years.
- C. With the approval of the Board of Education, increases as indicated on this salary guide will be granted to individuals upon the recommendation of the Superintendent of Schools.
- D. Maintenance and custodial personnel shall be entitled to a minimum of thirteen (13) paid holidays, in addition, if Christmas Eve falls on any day except Sunday or Monday, the preceding day shall be a shortened day for maintenance and custodial personnel.
- The day prior to Thanksgiving vacation shall be a shortened day for custodial/maintenance personnel.
- E.
- 1. Custodial and maintenance personnel will be paid at the rate of time-and-a-half for overtime. Overtime shall be paid for all hours in excess of forty (40) a week.
 - 2. Overtime authorized and directed by the building principal and/or the Business Administrator shall be distributed equitably and on a rotational

basis within each building and within the job categories of custodian and maintenance.

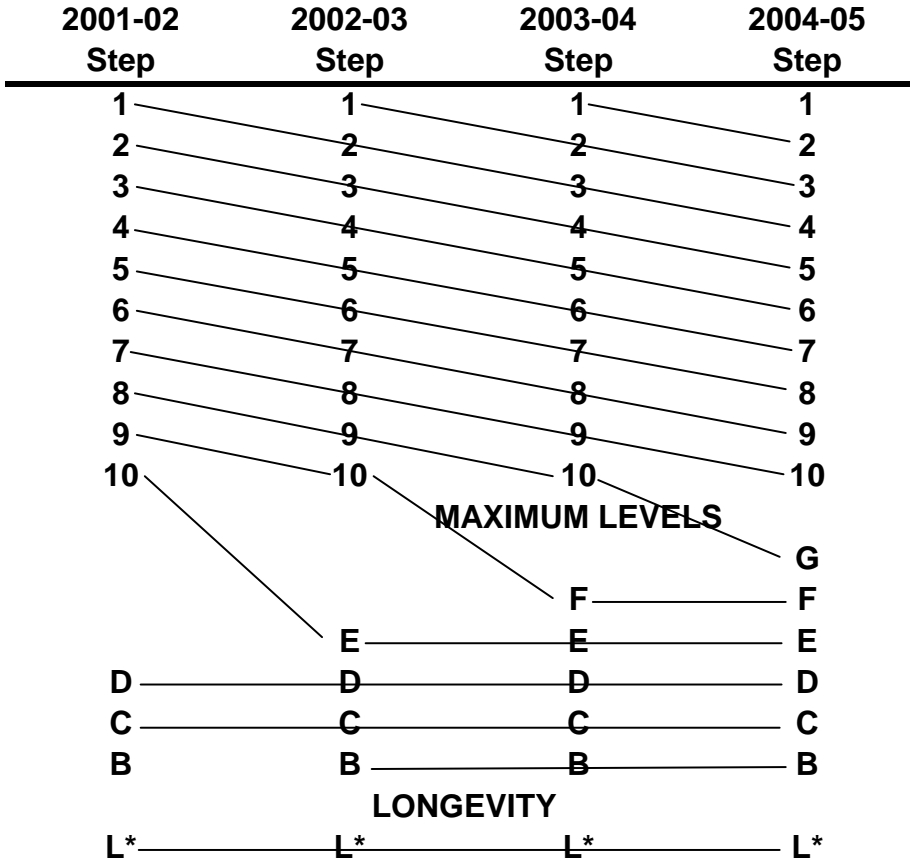
- F. Personnel who check the boilers or who raise and lower the flag on other than week days shall be compensated at the rate of \$20.00 for each trip required for a boiler check or flag raising or lowering during the school year.
- G. Custodial or maintenance personnel who are called to an emergency when they are not already at work will receive a minimum of two (2) hours pay for each such emergency trip.
- H. The Board shall pay for each unused sick day, at the time of retirement as approved by the N .J. State Division of Pensions, additional compensation to each employee computed as follows:
 - 1. For custodian and maintenance employees who retire on July 1, 2003, payment for each unused sick day shall be \$130.00 or the employee's per diem rate, whichever shall be the lesser amount, subject to the following conditions:
 - a. Such unused sick days shall be paid over the first five years of retirement in increments of 80 days per year. Days in excess of 400 will be paid in cash at the time of retirement. These payments will be made to the estate of the employee should the employee die within the first five years of retirement.
 - b. To be eligible for this benefit, an employee must submit an irrevocable notice of retirement to the Board no later than February 14, 2003.
 - 2. An employee retiring during the 2002-03 school year, prior to July 1, 2003, and those who retired effective July 1, 2002, shall be paid for unused sick days at the following rate:

1-100	\$51
101 and beyond	\$65
 - 3. An employee retiring during the 2003-04 or 2004-05 school year shall be paid for unused sick days at the following rate:

1-100	\$51
101 and beyond	\$65

The estate of an employee who dies while in the employ of the Board shall be paid these benefits.

**RAHWAY CUSTODIAL & MAINTENANCE
Salary Guide
Movement Pattern**



* Longevity after 15 years of service in Rahway.

**RAHWAY CUSTODIAL & MAINTENANCE
SALARY GUIDE
2002-03**

STEP	A-1	A-2	A-3	A-4	A-5	A-6	A-7	A-8
1	\$36,459	\$35,326	\$33,989	\$30,944	\$30,045	\$21,262	\$29,631	\$40,526
2	37,664	36,494	35,112	32,190	30,934	22,369	30,563	41,867
3	39,085	37,917	36,335	33,572	31,838	23,581	31,533	43,335
4	40,567	39,377	37,606	34,965	32,755	24,856	32,524	44,836
5	42,100	40,895	38,902	36,377	33,692	26,201	33,524	46,353
6	43,655	42,450	40,237	37,835	34,716	27,618	34,543	47,876
7	45,264	44,063	41,609	39,349	35,767	29,114	35,589	49,452
8	46,936	45,738	43,029	40,925	36,851	30,687	36,668	51,080
9	48,666	47,476	44,500	42,566	37,972	32,346	37,784	52,762
10	50,463	49,279	46,018	44,272	40,722	34,094	38,928	54,495

MAXIMUM LEVELS

E	\$51,583	\$50,427	\$46,915	\$45,390	\$42,617	\$35,426	\$38,374	\$55,491
D	52,844	51,720	47,937	46,645	43,916	36,506	38,374	56,628
C	54,270	53,170	49,102	48,050	45,363	37,709	38,374	57,932
B	55,735	54,662	50,296	49,499	46,947	39,029	38,374	59,269

LONGEVITY

L*	\$56,360	\$55,287	\$50,918	\$50,124	\$47,572	\$39,652	\$39,004	\$59,895
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* Longevity after 15 years of service in Rahway.

**RAHWAY CUSTODIAL & MAINTENANCE
SALARY GUIDE
2003-04**

STEP	A-1	A-2	A-3	A-4	A-5	A-6	A-7	A-8
1	\$37,447	\$36,284	\$34,909	\$31,562	\$30,966	\$21,445	\$30,481	\$41,625
2	38,685	37,483	36,063	32,833	31,880	22,561	31,441	43,001
3	39,962	38,722	37,255	34,156	32,822	23,735	32,429	44,423
4	41,470	40,232	38,554	35,620	33,781	25,018	33,458	45,979
5	43,045	41,779	39,902	37,099	34,754	26,375	34,510	47,573
6	44,671	43,392	41,276	38,599	35,750	27,801	35,569	49,183
7	46,319	45,039	42,694	40,145	36,836	29,302	36,653	50,799
8	48,028	46,752	44,150	41,749	37,951	30,891	37,763	52,471
9	49,802	48,529	45,655	43,423	39,100	32,560	38,907	54,200
10	51,636	50,375	47,217	45,163	40,489	34,320	40,090	55,983

MAXIMUM LEVELS

F	\$52,790	\$51,551	\$48,141	\$46,312	\$42,599	\$35,666	\$40,722	\$57,007
E	53,961	52,752	49,079	47,483	44,583	37,060	40,143	58,050
D	55,280	54,104	50,147	48,795	45,940	38,189	40,143	59,240
C	56,771	55,620	51,366	50,265	47,453	39,448	40,143	60,603
B	58,304	57,181	52,614	51,780	49,113	40,828	40,143	62,000

LONGEVITY

L*	\$58,959	\$57,836	\$53,266	\$52,435	\$49,766	\$41,479	\$40,802	\$62,656
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* Longevity after 15 years of service in Rahway.

**RAHWAY CUSTODIAL & MAINTENANCE
SALARY GUIDE
2004-05**

STEP	A-1	A-2	A-3	A-4	A-5	A-6	A-7	A-8
1	\$38,455	\$37,260	\$35,849	\$32,184	\$31,907	\$21,625	\$31,351	\$42,745
2	39,726	38,490	37,033	33,482	32,848	22,749	32,336	44,157
3	41,038	39,763	38,257	34,830	33,820	23,932	33,353	45,616
4	42,394	41,077	39,521	36,232	34,818	25,178	34,401	47,124
5	43,993	42,679	40,899	37,787	35,834	26,542	35,492	48,777
6	45,663	44,320	42,329	39,357	36,869	27,980	36,609	50,467
7	47,386	46,031	43,787	40,947	37,924	29,492	37,733	52,174
8	49,138	47,780	45,291	42,586	39,077	31,085	38,882	53,890
9	50,948	49,596	46,837	44,289	40,260	32,770	40,060	55,663
10	52,832	51,480	48,434	46,064	41,479	34,541	41,273	57,496

MAXIMUM LEVELS

G	\$54,033	\$52,712	\$49,408	\$47,259	\$42,368	\$35,913	\$41,951	\$58,582
F	55,239	53,944	50,375	48,462	44,490	37,321	42,612	59,652
E	56,465	55,200	51,356	49,688	46,652	38,780	42,006	60,743
D	57,846	56,615	52,475	51,059	48,073	39,960	42,006	61,988
C	59,406	58,203	53,750	52,598	49,656	41,278	42,006	63,415
B	61,010	59,834	55,055	54,184	51,392	42,722	42,006	64,877

LONGEVITY

L*	\$61,694	\$60,520	\$55,736	\$54,868	\$52,074	\$43,404	\$42,696	\$65,563
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* Longevity after 15 years of service in Rahway.

SECRETARIAL SECTION

- A. With the approval of the Board of Education, increases as indicated on this salary guide will be granted to individuals upon the recommendation of the Superintendent of Schools.

- B.
 - 1. (A) Payroll Secretary-Accounts Receivable Secretary 7 hours per day 1 month vacation.
 - 2. (B) Chief Secretary-High School Office 7 hours per day 1 month vacation.
 - 3. (C) Chief Secretary-Middle School 7 hours per day 1 month vacation.
 - 4. (D) Secretary (12 month) 7 hours per day 1 month vacation.
 - 5. (E) Secretary (10 month) work the school calendar when school is in session plus five (5) additional workdays during the last two (2) weeks of August as approved by the principal of the building to which the secretary is assigned. (School Calendar means work from September 1st to June 30th.)

- C. Secretarial personnel shall be entitled to a minimum of thirteen (13) paid holidays. In addition, if Christmas Eve falls on any day except Sunday or Monday, the preceding day shall be a shortened day for clerical and secretarial personnel.

The day prior to Thanksgiving vacation shall be a shortened day.

- D. Secretarial personnel may schedule their vacation time anytime during the work year. The schedule of vacation time shall be subject to approval of the employee's immediate supervisor and business administrator. Such approval shall not be unreasonably withheld.

- E. On days when school has been canceled for students and teachers because of snow or inclement weather, secretarial personnel shall be excused from work.

- F. The Board shall pay for each unused sick day, at the time of retirement as approved by the N .J. State Division of Pensions, additional compensation to each employee computed as follows:
 - 1. For a secretary who retires on July 1, 2003, payment for each unused sick day shall be \$130.00 or the employee's per diem rate, whichever shall be the lesser amount, subject to the following conditions:

- a. Such unused sick days shall be paid over the first five years of retirement increments of 80 days per year. Days in excess of 400 will be paid in cash at the time of retirement. These payments will be made to the estate of the employee should the employee die within the first five years of retirement.
 - b. To be eligible for this benefit, a secretary must submit an irrevocable notice of retirement to the Board no later than February 14, 2003.
2. A secretary retiring during the 2002-03 school year, prior to July 1, 2003, and those who retired effective July 1, 2002, shall be paid for unused sick days at the following rate:
- | | |
|----------------|------|
| 1-100 | \$51 |
| 101 and beyond | \$65 |
3. A secretary retiring during the 2003-04 or 2004-05 school year shall be paid for unused sick days at the following rate:
- | | |
|----------------|------|
| 1-100 | \$51 |
| 101 and beyond | \$65 |

The estate of a secretary who dies while in the employ of the Board shall be paid these benefits.

- G. If there is a delayed opening of schools for students and teachers, secretarial employees shall not be required to report to their work stations earlier than fifteen (15) minutes prior to the arrival of teachers.
- H. The Board shall make available a summer payment plan in accordance with N.J.S.A. 18A:29-3.

**RAHWAY SECRETARY
Salary Guide
Movement Pattern**

2001-02 Step	2002-03 Step	2003-04 Step	2004-05 Step
1	1	1	1
2	2	2	2
3	3	3	3
4	4	4	4
5	5	5	5
6	6	6	6
7	7	7	7
8	8	8	8
9	9	9	9
10	10	10	10
	MAXIMUM LEVELS		J
	H	I	I
G	G	G	H
F	F	F	G
E	E	E	F
D	D	D	E
C	C	C	D
B	B	B	C
	LONGEVITY		
L*	L*	L*	L*

* Longevity after 15 years of service in Rahway.

**RAHWAY SECRETARY
SALARY GUIDE
2002-03**

STEP	A	B	C	D	E
1	\$24,160	\$23,671	\$22,663	\$20,504	\$16,691
2	24,479	23,983	22,962	20,775	16,911
3	25,199	24,689	23,638	21,385	17,408
4	25,940	25,415	24,334	22,016	17,919
5	26,704	26,162	25,049	22,663	18,609
6	27,787	27,224	26,252	23,365	19,584
7	29,285	28,692	27,716	24,097	21,211
8	30,861	30,236	29,262	25,481	22,985
9	32,520	31,861	30,893	27,559	25,443
10	34,272	33,577	32,615	29,803	28,209

MAXIMUM LEVELS

H	\$34,769	\$34,396	\$33,440	\$31,454	\$28,863
G	36,088	35,699	34,707	32,645	29,958
F	37,457	37,054	36,022	33,885	31,092
E	38,877	38,424	37,389	35,169	31,697
D	39,692	39,229	38,173	35,908	32,362
C	40,743	40,270	39,185	36,858	33,053
B	41,207	40,719	39,608	37,218	33,299

LONGEVITY

L*	\$41,873	\$41,386	\$40,274	\$37,886	\$33,980
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* Longevity after 15 years of service in Rahway.

**RAHWAY SECRETARY
SALARY GUIDE
2003-04**

STEP	A	B	C	D	E
1	\$26,334	\$25,801	\$24,703	\$22,349	\$18,193
2	26,668	26,128	25,015	22,632	18,424
3	27,021	26,473	25,346	22,931	18,665
4	27,814	27,252	26,091	23,607	19,214
5	28,633	28,052	26,859	24,301	19,779
6	29,476	28,878	27,649	25,015	20,541
7	30,671	30,049	28,977	25,790	21,617
8	32,324	31,669	30,593	26,597	23,414
9	34,064	33,374	32,300	28,126	25,510
10	35,895	35,168	34,099	30,420	28,275

MAXIMUM LEVELS

I	\$36,897	\$36,148	\$35,114	\$32,086	\$30,371
H	37,431	37,031	36,000	33,863	31,072
G	38,851	38,434	37,365	35,145	32,252
F	40,325	39,892	38,782	36,479	33,475
E	41,855	41,366	40,252	37,863	34,123
D	42,732	42,233	41,097	38,659	34,843
C	43,863	43,354	42,187	39,681	35,586
B	44,363	43,838	42,643	40,068	35,849

LONGEVITY

L*	\$45,079	\$44,557	\$43,359	\$40,788	\$36,582
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* Longevity after 15 years of service in Rahway.

**RAHWAY SECRETARY
SALARY GUIDE
2004-05**

STEP	A	B	C	D	E
1	\$28,177	\$27,607	\$26,432	\$23,913	\$19,467
2	28,480	27,904	26,716	24,170	19,676
3	28,841	28,257	27,054	24,477	19,926
4	29,224	28,630	27,411	24,800	20,187
5	30,081	29,473	28,219	25,529	20,780
6	30,967	30,341	29,050	26,283	21,392
7	31,880	31,233	29,904	27,054	22,216
8	33,170	32,500	31,340	27,892	23,419
9	34,960	34,253	33,087	28,766	25,520
10	36,841	36,096	34,933	30,420	28,287

MAXIMUM LEVELS

J	\$38,128	\$37,358	\$36,221	\$32,313	\$30,036
I	39,192	38,398	37,298	34,082	32,261
H	39,761	39,335	38,240	35,971	33,007
G	41,269	40,824	39,691	37,333	34,259
F	42,835	42,374	41,195	38,749	35,558
E	44,459	43,940	42,758	40,219	36,247
D	45,392	44,861	43,654	41,064	37,011
C	46,594	46,052	44,811	42,149	37,800
B	47,124	46,565	45,296	42,561	38,080

LONGEVITY

L*	\$47,885	\$47,329	\$46,057	\$43,327	\$38,858
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* Longevity after 15 years of service in Rahway.

PARAPROFESSIONALS SECTION

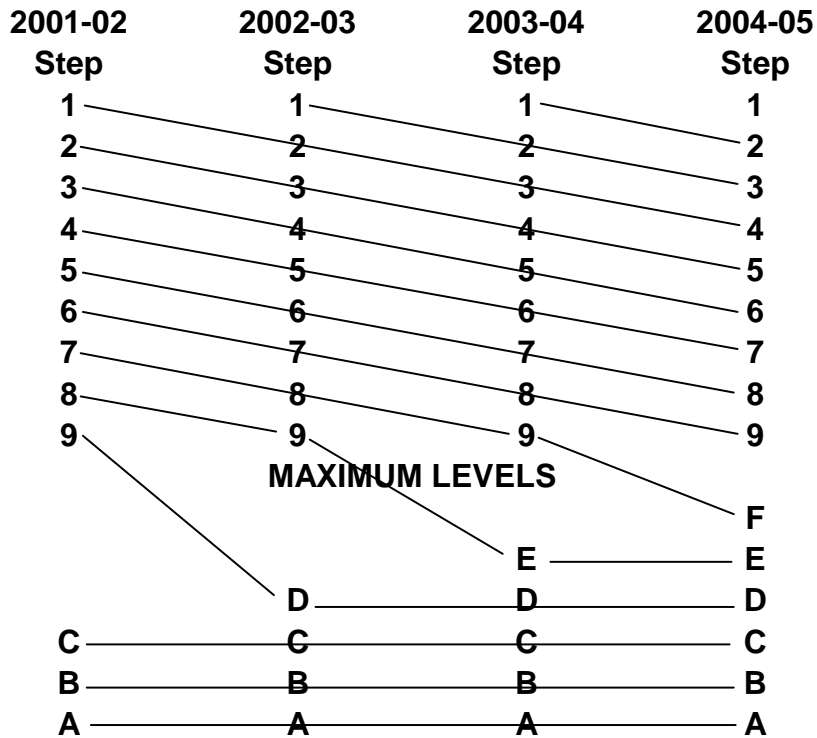
- A. With the approval of the Board of Education, increases as indicated on this salary guide will be granted to individuals upon the recommendation of the Superintendent of Schools.
- B. 1. Nine (9) paid holidays will be scheduled by the parties for Paraprofessionals. Namely: Thanksgiving, day after Thanksgiving, Christmas, New Years, Martin Luther King Day, Presidents Day, Good Friday, and Memorial Day.
2. In addition, if Christmas Eve falls on any day except Sunday or Monday, the preceding day shall be a shortened day for Paraprofessionals. As is the practice, except where specifically provided for in this contract, Paraprofessionals shall not be paid for hours not worked.
- C. The work year for Paraprofessionals shall be 181 days, defined as the 180 days when students are in school and the day prior to the first day of school for students each fall.
- D. The Board shall make available a summer payment plan in accordance with N.J.S.A. 18A:29-3.
- E. The Board shall pay for each unused sick day, at the time of retirement as approved by the N. J. State Division of Pensions, additional compensation to each employee computed as follows:
1. For a paraprofessional who retires on July 1, 2003, payment for each unused sick day shall be \$130.00 or the paraprofessional's per diem rate, whichever shall be the lesser amount, subject to the following conditions:
- a. Such unused sick days shall be paid over the first five years of retirement in increments of 80 days per year. Days in excess of 400 will be paid in cash at the time of retirement. These payments will be made to the estate of the paraprofessional should the paraprofessional die within the first five years of retirement.
- b. To be eligible for this benefit, a paraprofessional must submit an irrevocable notice of retirement to the Board no later than February 14, 2003.
2. A paraprofessional retiring during the 2002-03 school year, prior to July 1, 2003, and those who retired effective July 1, 2002, shall be paid for unused sick days at the following rate:
- | | |
|----------------|------|
| 1-100 | \$51 |
| 101 and beyond | \$65 |

3. A paraprofessional retiring during the 2003-04 or 2004-05 school year shall be paid for unused sick days at the following rate:

1-100	\$51
101 and beyond	\$65

The estate of a paraprofessional who dies while in the employ of the Board shall be paid these benefits.

**RAHWAY PARAPROFESSIONAL
Salary Guide
Movement Pattern**



**RAHWAY PARAPROFESSIONALS
SALARY GUIDE**

Step	HS Diploma 2002-03 Hourly Rate	HS Diploma 2003-04 Hourly Rate	Associates Degree/ 60 Credits 2003-04 Hourly Rate	HS Diploma 2004-05 Hourly Rate	Associates Degree/ 60 Credits 2004-05 Hourly Rate
1	\$9.50	\$10.00	\$11.50	\$10.35	\$11.90
2	9.80	10.32	\$11.87	10.67	\$12.27
3	10.12	10.65	\$12.25	11.01	\$12.67
4	10.44	11.00	\$12.65	11.36	\$13.07
5	10.96	11.35	\$13.05	11.73	\$13.49
6	11.84	11.91	\$13.69	12.11	\$13.92
7	12.74	12.87	\$14.80	12.70	\$14.61
8	13.61	13.85	\$15.93	13.72	\$15.78
9	14.49	14.80	\$17.02	14.77	\$16.99
<u>MAXIMUM LEVELS</u>					
F				15.38	\$17.69
E		15.17	\$17.44	15.77	\$18.14
D	15.69	16.43	\$18.89	17.08	\$19.64
C	16.32	17.09	\$19.65	17.76	\$20.43
B	16.93	17.73	\$20.39	18.44	\$21.20
A	17.61	18.44	\$21.21	19.18	\$22.05

Paraprofessionals shall be paid in twenty (20) equal installments during their work year. The amount of each installment shall be determined by the following formula:

$$\text{Installment} = (\text{Hourly Rate} \times \text{Hours per Day} \times 190 \text{ days}) / 20$$

If a paraprofessional leaves the district prior to the end of his/her work year and if the salary payments under the above formula result in an under-payment or over-payment of his/her salary compared to the actual hours worked prior to leaving, then an adjustment shall be made in his/her final paycheck.

RAHWAY ATTENDANCE OFFICER			
Salary Guide			
Movement Pattern			
2001-02	2002-03	2003-04	2004-05
Step	Step	Step	Step
1	1	1	1
2	2	2	2
3	3	3	3
4	4	4	4
5	5	5	5
6	6	6	6
7	7	7	7
8	8	8	8
9	9	9	9
10	10	10	10

**RAHWAY ATTENDANCE OFFICER
SALARY GUIDE**

STEP	2002-03	2003-04	2004-05
1	\$24,938	\$26,182	\$27,488
2	25,534	26,808	28,146
3	26,152	27,457	28,827
4	26,779	28,115	29,518
5	27,441	28,810	30,248
6	28,134	29,538	31,012
7	28,866	30,306	31,818
8	29,600	31,077	32,628
9	30,331	31,845	33,434
10	31,065	32,615	34,242

1. Work year for attendance officer(s) shall be from September 1 to June 30.
2. The length of the work day shall be 7 hours, exclusive of lunch.
3. Attendance officer(s) shall have a duty-free one hour lunch period.
4. Holidays shall be the same 13 paid holidays as the 10 month secretaries.
5. The day prior to Thanksgiving vacation shall be a shortened day.

6. On days when school has been canceled for students and teachers because of snow or inclement weather, attendance officer(s) shall be excused from work.
7. Attendance officer(s) shall be entitled to 13 sick leave days per year. All unused sick leave days are accumulative.
8. The Board shall pay for each unused sick day, at the time of retirement as approved by the N. J. State Division of Pensions, additional compensation to each employee computed as follows:
 - a. For an attendance officer who retires on July 1, 2003, payment for each unused sick day shall be \$130.00 or the attendance officer's per diem rate, whichever shall be the lesser amount, subject to the following conditions:
 - (1) Such unused sick days shall be paid over the first five years of retirement in increments of 80 days per year. Days in excess of 400 will be paid in cash at the time of retirement. These payments will be made to the estate of the attendance officer should the attendance officer die within the first five years of retirement.
 - (2) To be eligible for this benefit, an attendance officer must submit an irrevocable notice of retirement to the Board no later than February 14, 2003.
 - b. An attendance officer retiring during the 2002-03 school year, prior to July 1, 2003, and those who retired effective July 1, 2002, shall be paid for unused sick days at the following rate:

1-100	\$51
101 and beyond	\$65
 - c. An attendance officer retiring during the 2003-04 or 2004-05 school year shall be paid for unused sick days at the following rate:

1-100	\$51
101 and beyond	\$65

The estate of an attendance officer who dies while in the employ of the Board shall be paid these benefits.

9. The Board shall make available a summer payment plan in accordance with N.J.S.A. 18A:29-3.

**RAHWAY ROTC INSTRUCTORS
Salary Guide
Movement Pattern**

2001-02 Step	2002-03 Step	2003-04 Step	2004-05 Step
1	1	1	1
2	2	2	2
3	3	3	3
4	4	4	4
5	5	5	5
6	6	6	6
7	7	7	7
8	8	8	8
9	9	9	9
10	10	10	10
11	11	11	11
12	12	12	12
13	13	13	13
14	14	14	14
15	15	15	15

LONGEVITY

L* ————— L* ————— L* ————— L*

* Longevity after 15 years of service in Rahway.

**RAHWAY ROTC INSTRUCTORS W/O NJ CERTIFICATE
SALARY GUIDE**

STEP	2002-03	2003-04	2004-05
1	\$37,921	\$38,099	\$38,277
2	38,260	38,439	38,618
3	38,602	38,783	38,964
4	38,948	39,131	39,314
5	39,296	39,480	39,664
6	39,647	39,833	40,019
7	40,002	40,190	40,377
8	41,802	41,998	42,194
9	43,684	43,889	44,094
10	45,650	45,864	46,078
11	47,704	47,928	48,152
12	49,851	50,085	50,319
13	52,095	52,339	52,583
14	54,440	54,695	54,950
15	56,890	57,157	57,424
LONGEVITY			
L*	\$57,819	\$58,090	\$58,361

* Longevity after 15 years of service in Rahway.

**Article XXIX
SUPERVISION OF STUDENT TEACHERS**

- A. No teacher shall have a student teacher under his/her supervision unless said teacher shall have tenure status in Rahway.
- B. Supervision by a teacher of a student teacher shall be voluntary. Each teacher shall be polled prior to April 30th of any school year for willingness to participate in the student teaching program.
- C. The REA recognizes the importance of the responsibility of its members to the profession and encourages participation in this program to insure a high quality of professionals.

Article XXX
MISCELLANEOUS PROVISIONS

- A. In order that the Association's position as the duly recognized collective negotiation agent for the employees in the appropriate bargaining unit will be clear, it is agreed that a representative designated or selected by public employees for the purpose of collective negotiation by the majority of the employees in a unit appropriate for such purposes or by a majority of the employees voting in an election conducted by the Board as authorized by this act, shall be the exclusive representatives for collective negotiations concerning the terms and conditions of employment of the employees in such unit. Anything herein shall not be construed to prevent any official from meeting with an employee organization for the purpose of hearing the facts and request of its members in such unit so long as:
- a) The majority representative is informed of the meeting;
 - b) Any changes or modifications in terms and conditions of employment are made only through negotiations with the majority representative; and
 - c) A minority organization shall not present or process grievances. The parties hereto agree that the definition of "Board" as used in this section shall mean the Public Employment Relations Commission, except that if two competing organizations agree, the Board of Education may conduct the election.
- B. The parties agree that all practices, procedures and policies of the Board of Education and the Association shall clearly exemplify no discrimination in the hiring, training, assignment, promotion, transfer, representation or discipline of teachers, or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origins, sex, domicile or marital status.
- C. The Agreement shall be incorporated in and become part of Board policy for the term of said Agreement and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy to the extent possible within its power. The REA agrees that it too shall carry out the commitments contained herein and give them full force and effect as Association policy to the extent possible within its power.
- D. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date shall continue to be so applicable during the term of this Agreement.

- E. If any provision of the Agreement or any application of this Agreement to an 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.
- F. Any individual contract between the Board and an individual employee 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.
- G. The Association shall have the contract typed on the Board automatic word processor before or after business hours. The Board shall provide paper, reproduction and collating. A duplicate disc shall be provided to the Association. The original will be kept in the Board office. The Association will distribute copies to its members. A minimum of 600 copies shall be made for use by the parties.
- H. Whenever any notice is required to be given by either of the parties to this Contract to the other, pursuant to the provisions of this Contract, either party shall do so by ordinary mail. The Board shall be addressed in care of the Board's Secretary, Rahway Middle School, Kline Place, P.O. Box 42, Rahway, New Jersey 07065. The Association shall be addressed to an address to be provided to the Board's Secretary and Superintendent at the beginning of each school year. Said address may be changed by the giving of proper notice. If no change has been given, the previous address will be used.
- I. Automatic Payroll Deposit

**Article XXXI
NON-TENURE TEACHER
EMPLOYMENT PROCEDURES**

- A. On or before May 15 of each year, the Board shall give to each non-tenure teacher continuously employed since the preceding September 30 either a written offer of employment for the next succeeding year or a written notice that such employment shall not be offered.
- B. Any non-tenured teacher who receives a notice of non-employment may within fifteen (15) calendar days, thereafter, in writing, request a statement of reasons for such non-employment from the Superintendent, which statement shall be given to the teacher in writing within thirty (30) calendar days after receipt of such request.
- C. Any non-tenure teacher who has received such notice of non-employment and statement of reasons shall be entitled to an informal appearance before the Board,

provided a written request for same is received in the office of the Secretary of the Board within ten (10) calendar days after receipt by the teacher of the statement of reasons, and such informal appearance shall occur within thirty (30) calendar days. The Board shall issue its written determination within three (3) calendar days after the completion of the informal appearance, which determination need not be adopted at a public meeting.

- D. This article shall not be subject to the grievance procedure or any arbitration procedures set forth in this contract, except as to claims of procedure defects.

Article XXXII
COMPLAINT PROCEDURE

- A. Should a complaint regarding an employee be made to any member of the Administration by a parent, student or other person which may influence an evaluation of an employee, the Principal or immediate supervisor shall meet with the employee to apprise the employee of the full nature of the complaint and they shall attempt to resolve the matter informally. At that meeting the employee shall attempt to resolve the matter informally, At that meeting the employee shall have the right to be represented by the Association. In the event such complaint is unresolved, the employee may request a conference with the complainant and the Supervisor or Principal to attempt to resolve the complaint. If a complaint is not resolved at the building level a request may be made to the Superintendent to meet with all concerned parties.
- B. This article shall not waive any rights (of either party) to pursue such complaint in accordance with other sections of this contract and the applicable law.

**Article XXXIII
DURATION OF AGREEMENT**

- A. This Agreement shall be effective as of July 1, 2002 and shall continue in effect until June 30, 2005 subject to the parties' rights to negotiate a successor Agreement as provided in Article II.
- B. 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 hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, and their corporate seals placed thereon this _____ day of _____.

**THE BOARD OF EDUCATION
OF THE CITY OF RAHWAY
IN THE COUNTY OF UNION**

BY: _____
Frank J. Cicarell
President

ATTEST: _____
Frank R. Buglione
Secretary

RAHWAY EDUCATION ASSOCIATION

BY: _____
Glenn Curnow
President

ATTEST: _____
Stephanie McCormack
Recording Secretary