

Agreement Between
THE RAHWAY
BOARD OF EDUCATION
and
THE RAHWAY
EDUCATION ASSOCIATION

COVERING THE PERIOD:
JULY 1, 2011 - JUNE 30, 2013

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
JROTC INSTRUCTORS
COORDINATORS
SAFETY OFFICERS
NETWORK ADMINISTRATOR/COMPUTER TECHNICIANS
TECHNOLOGY FACILITATOR

TABLE OF CONTENTS

I	Recognition	3
II	Negotiation of Successor Agreement.....	4
III	Grievance Procedure	5
IV	Employee Rights and Responsibilities	9
V	Board Rights	10
VI	Association Rights, Privileges and Responsibilities	11
VII	Instructional Council	14
VIII	Teaching Hours and Work Load	15
IX	Teacher Work Year	18
X	Non-teaching Duties	19
XI	Teacher Employment	20
XII	Teacher Assignment	21
XIII	Voluntary Transfers and Reassignments	22
XIV	Involuntary Transfers and Reassignments	23
XV	Promotion.....	24
XVI	Extra Services Positions.....	26
XVII	Teacher Evaluation.....	30
XVIII	Employee Facilities	32
XIX	Sick Leave	35
XX	Temporary Leaves of Absence	36
XXI	Extended Leaves of Absence	39
XXII	Protection of Teachers, Students and Property	42
XXIII	Insurance Protection.....	43
XXIV	Deductions from Salary	45
XXV	Teacher Administration Liaison.....	47
XXVI	Professional Development	48
XXVII	Secretaries, Custodians and Paraprofessionals	51
XXVIII	Salaries	52
XXIX	Supervision of Student Teachers	80
XXX	Miscellaneous Provisions.....	80
XXXI	Non-tenure Teacher Employment Procedures	82
XXXII	Complaint Procedure	83
XXXIII	Memorandum of Agreement	84
XXXIV	Duration of Agreement	87

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, Safety Officers, Librarians, Nurses, Social Workers, Secretarial Personnel, Custodians, Coaches, Maintenance Personnel, Learning Disability Teacher Consultants, Coordinators, JROTC Instructors, Extra Services Personnel, Attendance Officer, Technology Facilitator, Network Administrator/Computer Technicians, 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, Safety Officers, Network Administrator/Computer Technicians 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 JROTC Instructors, except that JROTC Instructors who do not possess NJ State Teaching Certificates shall be paid in accordance with the JROTC 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.)
- D. Terms and conditions of employment as set forth in individualized contracts are to be incorporated into this Agreement

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 1: 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 2: An employee processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal.

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. The non-renewal and/or termination of non-certificated employees shall be subject to the grievance procedure herein including arbitration. 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. 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. The last three (3) days of school shall be shortened days for all students. On two of the days which are shortened for students other than workshop days, teachers are required to remain for the full day except that the last day of school shall be shortened for all staff.

 - 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.

3. The Administration reserves the right to schedule up to eight additional after school meetings for non-tenured staff of duration up to one hour each. Such meetings shall be for the purpose of discussing: administrative policies and procedures, curriculum, instructional strategies and discipline, lesson planning and implementation, and other educational matters. The schedule for these meetings shall be distributed at the start of the school year.
- 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 and Middle School Head Coaches during the season of their sport will be excused upon request from meetings referred to in D and E above if there is a conflict with a practice or game. Also, one Assistant Coach, as designated by the Head Coach will also be allowed to attend practice. Additionally, if a game falls on the Wednesday meeting date, all coaches will be allowed to attend the game of their team.
- 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 full class period of preparation time daily.
 3. Each teacher at the High School shall have a minimum of one preparation period daily.
 4. a. Each elementary school teacher 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.

c. 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

5. In the event a substitute teacher is not obtained, and a teacher loses the majority or his/her full preparation period, the teacher shall be paid the following amounts for each lost preparation period:

\$26.00

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 at the High School and Middle School who teach a sixth period per day will receive 11% pensionable compensation for this additional period.

K. Teachers shall attend one (1) evening Back-to-School program per school year.

L. 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.

M. Shortened days shall annually be devoted to parent-teacher conferences as follows:

Prekindergarten-Grade 5	3 days
Grade 6-8	2 days
High School	1 day

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 2006-07 school year the in-school work year shall be 184 days. This will include 1 day prior to the school year, 180 school days and 3 days for State-approved professional development and/or in-service. No professional development days shall be scheduled in June.
- 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. All nurses will be employed for at least one day during the summer months or before school starts at the hourly extra service rate of pay to work on medical records associated with registering new students. This day will be mutually agreed upon by the nurse and building principal.

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.
- D. The Superintendent's decision to involuntarily transfer or reassign an employee shall be final and binding and not subject to the grievance procedure.

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 appli-

cations 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. The list of all extra service positions shall be upgraded regularly and given to the Association President semi-annually.
- B. Extra work performed by teachers including summer school and summer workshops not covered by any other provision in the contract will be reimbursed at the following rate:

2008-2009:	\$41.00 per hour
2009-2010:	\$41.00 per hour
2010-2013:	\$41.00 per hour

This article does not apply to Paraprofessionals.

EXTRA SERVICES

<u>SENIOR HIGH SCHOOL</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-13</u>
Choral Director	3,057	3,180	3,307
Dance Director	3,057	3,180	3,307
Fall Drama Coach	3,492	3,632	3,777
Spring Drama Coach	3,492	3,632	3,777
Play Assistants (6)	1,854	1,928	2,005
Band Director	6,987	7,267	7,557
Ass't Band Directors (6)	3,057	3,180	3,307
Boys Intramurals (per activity)	545	567	590
Girls Intramurals (per activity)	545	567	590
Yearbook Advisors:			
Production	2,402	2,498	2,598
Financial	1,747	1,817	1,890
Newspaper Advisor	2,837	2,950	3,068
Senior Class Advisor	1,692	1,760	1,830
Junior Class Advisor	1,311	1,364	1,418
Sophomore Class Advisor	1,311	1,364	1,418
Freshman Class Advisor	1,311	1,364	1,418

	2008-09	2009-10	2010-13
Central Detention	3,604	3,748	3,898
Student Government	1,800	1,872	1,947
DECA	1,529	1,590	1,653
Video Technician- the rate shall be paid for the Fall season and again for the Winter season	2,224	2,313	2,406
Chairpersons	3,707	3,856	4,010
Summer Weight Training Advisors	2,372	2,467	2,566
JROTC Rifle Squad	2,669	2,776	2,887
JROTC Drill Team	3,262	3,393	3,529
JROTC Summer Program (2)			
Certified	8,898	9,254	9,624
Non-certified	7,415	7,711	8,020
Robotics- Head	1,318	1,370	1,425
Robotics- Assistants	1,208	1,256	1,306
 Board Approved Clubs			
Academic Decathlon	714	743	772
Blue Tri	714	743	772
French Club & French			
National Honor Society	714	743	772
Key Club	714	743	772
Math Club	714	743	772
Multi Ethnic Cultural Club	714	743	772
National Art Honor Society	714	743	772
National Honor Society	714	743	772
Outdoors Club	714	743	772
Thespian Society	714	743	772
Writers' Club	714	743	772
Chess	714	743	772
Quest	714	743	772
Science	714	743	772
SADD	714	743	772
Speak Up	714	743	772
Steppers	714	743	772
 Summer Band Camp			
Director	1,483	1,542	1,604
Ass't Director	741	771	802

Peer Advisor	1,827	1,900	1,976
Peer Coordinator	2,435	2,533	2,634

If the following positions are approved by the Board:

Broadcasting Advisor	2,837	2,950	3,068
Spanish Club/Spanish Honor Society	714	743	772
Italian Club/Italian Honor Society	714	743	772

<u>MIDDLE SCHOOL</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-13</u>
Band Director	2,182	2,269	2,360
Drama Coach	2,182	2,269	2,360
Play Assistants (3)	1,311	1,364	1,418
Newspaper Advisor	1,202	1,250	1,300
Yearbook Advisor	1,854	1,928	2,005
Choral Director	2,074	2,157	2,243
Intramural Sports (per activity)	545	567	590
Gymnastics Intramurals	545	567	590
8th Grade Advisor	1,092	1,136	1,181
7th Grade Advisor	1,092	1,136	1,181
6th Grade Advisor	1,092	1,136	1,181
Student Council Advisor	928	966	1,004
Central Detention	3,604	3,748	3,898
Builders Club	714	743	772
Board Approved Clubs			
Art Club	714	743	772
Gospel Choir	714	743	772
It's Academic Club	714	743	772
Math Challenge 24	714	743	772
Math Counts	714	743	772
National Junior Honor Society	714	743	772
Science	714	743	772
Chess Club	714	743	772
Book Club	714	743	772
Dance Club	714	743	772
Spanish Club	714	743	772
Ignite Club	714	743	772
Chairpersons	3,707	3,856	4,010

If approved by the Board, add Homework Club, and Chess Club II, to be paid at the club rate.

<u>ELEMENTARY SCHOOL</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-13</u>
Band Director	1,854	1,928	2,005
All-City Band (G & T)	1,637	1,703	1,771
Orchestra Director	1,637	1,702	1,771
All-City Orchestra	1,637	1,702	1,771
Safety Advisors:			
Madison school	1,747	1,817	1,890
Grover Cleveland	1,747	1,817	1,890
Choral Director	1,054	1,096	1,140
Blue and White	714	743	772
ECO-KIDS	714	743	772
Garden Club	714	743	772
Blue & Gold Club	714	743	772
Rainbow Club	714	743	772

<u>DISTRICT</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-13</u>
Adult School Director	11,352	11,806	12,278
Substance Awareness Coordinator	13,346	13,880	14,435
Technology Coordinator	13,346	13,880	14,435
Science Mentor	2,966	3,085	3,208
Curriculum Writing			
Full Year - New	741	771	802
Half Year - New	371	385	401
Full Year - Revision	371	385	401
Half Year - Revision	185	193	200
Family Math, Technology, & Science*	1,307	1,359	1,414
Family Reading**	653	679	706
School Web Team Members (12)	1,087	1,130	1,175
Professional Development	518	538	560
Team Member (PDT)			
Central PDT Member (6)	259	269	280
HS Action Team/PD Corp	725	753	784

* 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. The stipend shall be paid to one teacher or split by two teachers.

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 conducted in compliance with all applicable laws and regulations.
 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 restrooms, separate for each sex and separate from the students' restrooms, 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 one-hundred (\$100) 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, all certificated staff shall call a telephone answering service between 6 p.m. and 6:30 a.m. to report unavailability for work. Repeated failure to comply with the above mentioned requirements may constitute an illegal absence, which, on a case by case basis, the certificated staff member's immediate supervisor will respond to with appropriate action. Once a certificated staff member 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 certificated staff member 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.

Custodians shall report their unavailability for work by calling their building principal or designee at least two hours before their shift begins. A message may be left on the principal's or designee's voice mail. In the case of a head custodian who opens the building, or other custodian so assigned, notice of unavailability must be reported directly to the principal or designee as soon as possible but in no case less than two hours before his or her shift begins. Repeated failure to comply with the above mentioned requirements may constitute an illegal absence, which, on a case by case basis, the employee's immediate supervisor will respond to with appropriate action.

Secretaries, paraprofessionals, safety officers, attendance officers and all other members of the Association not mentioned above shall report their unavailability for work by calling their building principal or immediate supervisor at least two hours before their scheduled workday begins. A message may be left on the principal's or immediate supervisor's voice mail. Repeated failure to comply with the above mentioned requirements may constitute an illegal absence, which, on a case by case basis, the employee's immediate supervisor will respond to with appropriate action.

- 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 and B 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.

All ten month employees will be allowed to use up to three such days for family illness or child care. All twelve month employees will be allowed to use three such days for family illness or child care. Use of these days shall constitute an absence.

Sick leave (10 days) will be prorated by date of hire if other than the beginning of the school year at a rate of one day per month.

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.

Employees must notify the Board Secretary in writing of any discrepancies in their cumulative sick day record no later than September 30th of each school year.

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) Upon request, at least one week in advance, a teacher shall be released for the day the teacher receives a degree if the award of such degree is during school hours. If the award is not made during school hours, the employee shall be provided with adequate travel time to reach his/her destination. It is expressly agreed and understood that in no event will the employee be granted more than one day to participate in such award ceremony.
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 the use of personal days will be granted either immediately before or after a holiday or vacation period unless approved by the Superintendent of Schools with a stated and valid reason.
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, Civil Union Partner
 - 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 30 calendar days of the death and within the school calendar for 10 month employees, without the need to use consecutively.

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 three (3) 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 two personal days 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, if such paraprofessional was hired prior to February 1st. Those hired after February 1st, shall be granted only one personal day per year for that year only.

8. One (1) day for the purpose of attending the marriage of a member of the immediate family. This paragraph does not apply to Para-professionals 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 practical.

 - 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 G.1. and G.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 Prudential Insurance Company 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. The dental insurance maximum for those employees that select Delta Advantage/Preferred and a Delta Advantage/Preferred participating dentist shall be \$2,000.00 annually.

 - 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 \$15.00 Brand Name; \$7.00 Generic; same rates for Mail Order supply.

- F. All part-time employees hired after July 1, 2005 must work an average of twenty-seven (27) hours per week to receive health benefits. All current part-time employees working more than twenty (20) hours, but less than twenty-seven (27) hours, who are currently receiving benefits, will remain eligible to receive said benefits in accordance with N.J.S.H.B. Resolution. Additionally, it is agreed that no part-time certificated employees will be hired for less than eighty percent of a work week (4/5ths), which exceeds twenty-seven (27) hours per week, on average, and therefore would entitle such part-time certificated employees to health benefit coverage in accordance with N.J.S.H.B. Resolution.
- G. 1. The Board shall pay for those Paraprofessionals working 27 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 G. 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 1st 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.
- H. 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:

2008-09	\$115,000.00
2009-10	\$120,000.00
2010-11	\$125,000.00* (See Memorandum of Agreement, P84)

Reimbursement for courses taken in the spring and/or summer semesters will be reimbursed during the September following the taking of said courses, and only if the teacher does not leave the District voluntarily prior to the start of school in September. For the purposes of this Article, only approved leaves of absence and retirement are not to be considered “voluntary” leaving.

Courses for reimbursement shall be graduate level courses. Undergraduate courses may be approved by the Superintendent for reimbursement/failure to approve such undergraduate course request shall not be subject to the grievance procedure. Approval shall be limited to two (2) courses per semester per employee.

Courses are subject to prior approval by the Superintendent which approval shall be limited only to review of courses in relation to professional development.

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). Commencing the 2006-07 school year, non-tenured teachers shall be limited to three (3) credits per trimester. The parties will set up a committee to discuss other equitable systems for tuition reimbursement and will make recommen-

dations to the negotiating teams. 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.

1. Professional Development Committee

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

2. Programs

The Board agrees to provide, within the district, three (3) full days of State-approved continuing professional development and/or in-service for a minimum of fifteen (15) 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 \$8,000, not to exceed reimbursement for six (6) credits at the Union County* College rate. The \$8,000 for this purpose shall be in addition to the funds available for teacher's tuition reimbursement.

(*See Memorandum of Agreement, P85)
- G. Each of the employee categories above will receive at least one written evaluation per school year.

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. An additional column will be created to include a Doctorate level reflecting only Ed.D. and Ph.D. degrees. The Doctorate level will pay a salary of \$1,000.00 more than the corresponding step to the MA+30 column. The Doctorate differential shall be beyond the teacher's settlement.
- 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. For employees hired on or after July 1, 2002, credits earned for advancement to the Bachelor's +30 column or Master's + 30 column shall be limited to graduate credits. For employees hired prior to July 1, 2002, credits earned for advancement to the Bachelor's + 30 column or the Master's + 30 column prior to July 1, 2002 shall be grandfathered and need not be graduate credits, but credits earned for column advancement after July 1, 2002 shall be limited to graduate credits.
- 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:

A teacher retiring during the 2008-09 school year shall be paid for unused sick days at the following rate:

1 - 100	\$70
101 and beyond	\$101

A teacher retiring during the 2009-10 school year shall be paid for unused sick days at the following rate:

1 - 100	\$76
101 and beyond	\$107

A teacher retiring during the 2010-13 school year shall be paid for unused sick days at the following rate:

1 - 100	\$76
101 and beyond	\$107

All such payments made shall be in the form of deferred compensation to 457/403b plan(s).

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

Step	BASE YEAR 2007-08		BASE YEAR 2007-08		YEAR 1 2008-09		YEAR 2 2009-10		YEAR 3 2010-11		
	1	2	1	2	1	2	1	2	1	2	
Step 1	Base Year goes to Step		1	Base Year goes to Step		1	2	1	2	1	2
Step 2	Base Year goes to Step		2	Base Year goes to Step		2	3	2	3	2	3
Step 3	Base Year goes to Step		3	Base Year goes to Step		3	4	3	4	3	4
Step 4	Base Year goes to Step		4	Base Year goes to Step		4	5	4	5	4	5
Step 5	Base Year goes to Step		5	Base Year goes to Step		5	6	5	6	5	6
Step 6	Base Year goes to Step		6	Base Year goes to Step		6	7	6	7	6	7
Step 7	Base Year goes to Step		7	Base Year goes to Step		7	8	7	8	7	8
Step 8	Base Year goes to Step		8	Base Year goes to Step		8	9	8	9	8	9
Step 9	Base Year goes to Step		7	Base Year goes to Step		8	9	9	10	9	10
Step 10	Base Year goes to Step		8	Base Year goes to Step		9	10	9	10	9	10
Step 11	Base Year goes to Step		8	Base Year goes to Step		9	10	10	11	10	11
Step 12	Base Year goes to Step		9	Base Year goes to Step		9	10	10	11	10	11
Step 13	Base Year goes to Step		9	Base Year goes to Step		10	11	11	12	11	12
Step 14	Base Year goes to Step		9	Base Year goes to Step		10	11	11	12	11	12
Step 15	Base Year goes to Step		10	Base Year goes to Step		11	12	12	13	12	13
Step M	Base Year goes to Step		11	Base Year goes to Step		12	13	13	14	13	14
Step L	Base Year goes to Step		12	Base Year goes to Step		13	14	14	15	14	15
Step K	Base Year goes to Step		13	Base Year goes to Step		14	15	15	16	15	16
Step J	Base Year goes to Step		14	Base Year goes to Step		15	16	16	17	16	17
Step I	Base Year goes to Step		15	Base Year goes to Step		16	17	17	18	17	18
Step H	Base Year goes to Step		16	Base Year goes to Step		17	18	18	19	18	19
Step G	Base Year goes to Step		17	Base Year goes to Step		18	19	19	20	19	20
Step F	Base Year goes to Step		18	Base Year goes to Step		19	20	20	21	20	21
Step E	Base Year goes to Step		19	Base Year goes to Step		20	21	21	22	21	22
Step D	Base Year goes to Step		20	Base Year goes to Step		21	22	22	23	22	23
Step C	Base Year goes to Step		21	Base Year goes to Step		22	23	23	24	23	24
Step B	Base Year goes to Step		22	Base Year goes to Step		23	24	24	25	24	25
Step A L	Base Year goes to Step		23	Base Year goes to Step		24	25	25	26	25	26

TEACHERS SALARY GUIDE 2010-11

Step	ND	BA	BA+30	MA	MA+30	Doctorate
1	48,329	53,662	54,164	56,259	57,595	58,595
2	48,589	53,972	54,464	56,563	57,892	58,892
3	48,856	54,287	54,772	56,873	58,196	59,196
4	49,134	54,614	55,091	57,188	58,508	59,508
5	49,424	54,945	55,424	57,513	58,837	59,837
6	49,723	55,281	55,760	57,844	59,173	60,173
7	50,667	56,307	56,799	58,874	60,221	61,221
8	51,617	57,354	57,84	59,912	61,270	62,270
9	52,776	58,626	59,082	61,194	65,151	66,151
10	55,532	61,731	62,906	66,219	70,601	71,601
11	57,970	64,448	65,677	69,138	73,718	74,718
12	59,947	66,590	67,862	71,494	76,244	77,244
13	61,619	68,422	69,726	73,443	78,308	79,308
14	63,233	70,218	71,554	75,370	80,363	81,363
15	64,998	72,187	73,560	77,493	82,634	83,634
16	66,919	74,326	75,746	79,791	85,129	86,129
17	68,912	76,538	77,998	82,166	87,616	88,616
18	70,900	78,749	80,253	84,540	90,149	91,149
19	72,912	80,980	82,529	86,936	92,702	93,702
20	74,757	83,035	84,617	89,139	95,051	96,051
21	76,806	85,308	86,939	91,586	97,662	98,662
22	78,718	87,433	89,107	93,872	100,097	101,097
23	80,205	89,091	90,758	95,525	101,772	102,772

TEACHERS SALARY GUIDE 2011-12

Step	ND	BA	BA+30	MA	MA+30	Doctorate
1	50,070	55,403	55,905	58,000	59,336	60,336
2	50,330	55,713	56,205	58,304	59,633	60,663
3	50,597	56,028	56,513	58,614	59,937	60,937
4	50,875	56,355	56,832	58,929	60,249	61,249
5	51,165	56,686	57,165	59,254	60,578	61,578
6	51,464	57,022	57,501	59,585	60,914	61,914
7	52,408	58,048	58,540	60,615	61,962	62,962
8	53,358	59,095	59,584	61,653	63,011	64,011
9	54,517	60,367	60,823	62,935	66,892	67,892
10	57,273	63,472	64,647	67,960	72,342	73,342
11	59,711	66,189	67,418	70,879	75,459	76,459
12	61,688	68,331	69,603	73,235	77,985	78,985
13	63,360	70,163	71,467	75,184	80,049	81,049
14	64,974	71,959	73,295	77,111	82,104	83,104
15	66,739	73,928	75,301	79,234	84,375	85,375
16	68,660	76,067	77,487	81,532	86,870	87,870
17	70,653	78,279	79,739	83,907	89,357	90,357
18	72,641	80,490	81,994	86,281	91,890	92,890
19	74,653	82,721	84,270	88,677	94,443	95,443
20	76,498	84,776	86,358	90,880	96,792	97,792
21	78,547	87,049	88,680	93,327	99,403	100,403
22	80,459	89,174	90,848	95,613	101,838	102,838
23	81,946	90,832	92,499	97,266	103,513	104,513

EACH TEACHER STAYS ON SAME STEP AS IN 2010-11
AND RECEIVES \$1741 ABOVE THEIR 2010-11 SALARY FOR 2011-12.

TEACHERS SALARY GUIDE 2012-13

Step	ND	BA	BA+30	MA	MA+30	Doctorate
1	51,855	57,188	57,690	59,785	61,121	62,121
2	52,115	57,498	57,990	60,089	61,418	62,418
3	52,382	57,813	58,298	60,399	61,722	62,772
4	52,660	58,140	58,617	60,714	62,034	63,034
5	52,950	58,471	58,950	61,039	62,363	63,363
6	53,249	58,807	59,286	61,370	62,699	63,690
7	54,193	59,833	60,325	62,400	63,747	64,747
8	55,143	60,880	61,36	63,438	64,796	65,796
9	56,302	62,152	62,608	64,720	68,677	69,677
10	59,058	65,257	66,432	69,745	74,127	75,127
11	61,496	67,974	69,203	72,664	77,244	78,244
12	63,473	70,116	71,388	75,020	79,770	80,770
13	65,145	71,948	73,252	76,969	81,834	82,834
14	66,759	73,744	75,080	78,896	83,889	84,889
15	68,524	75,713	77,086	81,019	86,160	87,160
16	70,445	77,852	79,272	83,317	88,655	89,655
17	72,438	80,064	81,524	85,692	91,142	92,142
18	74,426	82,275	83,779	88,066	93,675	94,675
19	76,438	84,506	86,055	90,462	96,228	97,228
20	78,283	86,561	88,143	92,665	98,577	99,577
21	80,332	88,834	90,465	95,112	101,188	102,188
22	82,244	90,959	92,633	97,398	103,623	104,623
23	83,731	92,617	94,284	99,051	105,298	106,298

EACH TEACHER STAYS ON SAME STEP AS IN 2011-12
AND RECEIVES \$1785 ABOVE THEIR 2011-12 SALARY FOR 2012-13.

ATHLETIC SALARY GUIDE 2010-13

Position	Ratio	1st Year	2nd Year	3rd Year
Football Head	1.000	7,842	9,018	9,926
Football Asst.	0.750	5,882	6,764	7,445
B/G Head Basketball	0.875	6,862	7,891	8,685
Basketball Asst.	0.750	5,882	6,764	7,445
B/G Basketball Middle	- * -	2,500	2,500	2,500
Wrestling Head	0.875	6,862	7,891	8,685
Wrestling Asst.	0.750	5,882	6,764	7,445
Wrestling Middle	- * -	2,500	2,500	2,500
Softball Head	0.750	5,882	6,764	7,445
Softball Asst.	0.625	4,901	5,636	6,204
Softball Middle	- * -	2,500	2,500	2,500
Bowling Head	0.500	3,921	4,509	4,963
Baseball Head	0.750	5,882	6,764	7,445
Baseball Asst.	0.625	4,901	5,636	6,204
Baseball Middle	- * -	2,500	2,500	2,500
Swim Head	0.625	4,901	5,636	6,204
Swim Asst.	0.500	3,921	4,509	4,963
Spring Track Head	0.750	5,882	6,764	7,445
Spring Track Asst.	0.625	4,901	5,636	6,204
Winter Track Head	0.750	5,882	6,764	7,445
Winter Track Asst.	0.625	4,901	5,636	6,204
Cross-Country	0.500	3,921	4,509	4,963
B/G Tennis Head	0.500	3,921	4,509	4,963
B/G Soccer Head	0.750	5,882	6,764	7,445
B/G Soccer Asst.	0.625	4,901	5,636	6,204
B/G Soccer Middle	- * -	2,500	2,500	2,500
Volleyball Head	0.750	5,882	6,764	7,445
Volleyball Asst.	0.625	4,901	5,636	6,204
Cheerleading Head	0.750	5,882	6,764	7,445
Cheerleading Asst	0.500	3,921	4,509	4,963
Golf	0.250	1,961	2,255	2,482
Trainer				4,216/season
Wt Lifting				1,489/season
Site Manager				19,031

*Flat Rate for Abbreviated Schedule/Season

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 \$25.00 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:

An employee retiring during the 2010-13 school year shall be paid for unused sick days at the following rate:

1-100	\$72
101 and beyond	\$86

All such payments made shall be in the form of deferred compensation to 457/403b plan(s).

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

2007-08 Step	2008-09 Step	2009-10 Step	2010-11 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	
		L	L
	K	K	K
J	J	J	J
I	I	I	I
H	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

A* ————— A* ————— A* ————— A*

* Longevity after 15 years of service in Rahway.

CUSTODIAL AND MAINTENANCE SALARY GUIDE 2010-11

Step	A-6 Assis 10	A-7 Assis WOB	A-5 Assis	A-4 C. I. C & M	A-3 C. I. C F&R	A-2 C. I. C M S	A-1 C. I. C H S	A-8 Gen. M
1	26,962	38,507	39,337	39,537	43,817	45,537	46,842	51,537
2	27,909	39,457	40,237	40,439	44,769	46,442	47,792	52,517
3	28,943	40,459	41,180	41,442	45,772	47,444	48,742	53,573
4	30,030	41,495	42,152	42,478	46,798	48,461	49,870	54,928
5	31,354	42,656	43,261	44,008	48,194	49,911	51,370	56,592
6	32,750	43,856	44,407	45,598	49,636	51,413	52,915	58,312
7	34,218	45,091	45,582	47,249	51,127	52,961	54,514	60,090
8	35,826	46,377	46,779	49,083	52,753	54,850	56,400	62,039
9	37,521	47,694	48,002	50,934	54,437	56,784	58,368	64,031
10	39,303	49,019	49,245	52,807	56,157	58,802	60,399	66,042
M	39,438	49,656	49,893	53,639	57,162	59,943	61,623	67,557
L	39,814	50,559	50,809	54,748	58,453	61,378	63,144	69,384
K	39,834	50,955	51,214	55,291	59,125	62,152	63,980	70,439
J	41,984	52,506	52,769	57,504	61,152	64,511	66,343	72,756
I	43,840	53,582	53,848	59,235	62,640	66,328	68,135	74,437
H	45,550	54,422	54,692	60,734	63,858	67,869	69,650	75,796
G	46,687	54,532	55,073	61,426	64,216	68,506	70,222	76,133
F	48,517	55,389	57,828	62,988	65,472	70,107	71,790	77,522
E	50,411	54,603	60,638	64,581	66,745	71,738	73,382	78,939
D	51,945	54,603	62,483	66,360	68,199	73,576	75,175	80,555
C	53,656	54,603	64,539	68,357	69,854	75,640	77,201	82,410
B	55,532	54,603	66,792	70,420	71,549	77,757	79,285	84,307
L	56,418	55,499	67,678	71,308	72,435	78,648	80,183	85,198

CUSTODIAL AND MAINTENANCE SALARY GUIDE 2011-12

Step	A-6 Assis 10	A-7 Assis WOB	A-5 Assis	A-4 C. I C C&M	A-3 C. I C F&R	A-2 C. I C M S	A-1 C. I C H S	A-8 Gen. M
1	28,400	39,945	40,775	40,975	45,255	46,975	48,280	52,975
2	29,347	40,895	41,675	41,877	46,207	47,880	49,230	53,955
3	30,381	41,897	42,618	42,880	47,210	48,882	50,180	55,011
4	31,468	42,933	43,590	43,916	48,236	49,899	51,308	56,366
5	32,792	44,094	44,699	45,446	49,632	51,349	52,808	58,030
6	34,188	45,294	45,845	47,036	51,074	52,851	54,353	59,750
7	35,656	46,529	47,020	48,687	52,565	54,399	55,952	61,528
8	37,264	47,815	48,217	50,521	54,191	56,288	57,838	63,477
9	38,959	49,132	49,440	52,372	55,875	58,222	59,806	65,469
10	40,741	50,457	50,683	54,245	57,595	60,240	61,837	67,480
M	40,876	51,094	51,331	55,077	58,600	61,381	63,061	68,995
L	41,252	51,997	52,247	56,186	59,891	62,816	64,582	70,822
K	41,272	52,393	52,652	56,729	60,563	63,590	65,418	71,877
J	43,422	53,944	54,207	58,942	62,590	65,949	67,781	74,194
I	45,278	55,020	55,286	60,673	64,078	67,766	69,573	75,875
H	46,988	55,860	56,130	62,172	65,296	69,307	71,088	77,234
G	48,125	55,970	56,511	62,864	65,654	69,944	71,660	77,571
F	49,955	56,827	59,266	64,426	66,910	71,545	73,228	78,960
E	51,849	56,041	62,076	66,019	68,183	73,176	74,820	80,377
D	53,383	56,041	63,921	67,798	69,637	75,014	76,613	81,993
C	55,094	56,041	65,977	69,795	71,292	77,078	78,639	83,848
B	56,970	56,041	68,230	71,858	72,987	79,195	80,723	85,745
L	57,856	56,937	69,116	72,746	73,873	80,086	81,621	86,636

IN 2011-12 EACH PERSON STAYS ON SAME STEP AS IN 2010-11 AND RECEIVES A RAISE OF \$1438.

RAHWAY CUSTODIAL AND MAINTENANCE SALARY GUIDE 2012-13

Step	A-6 Assis 10	A-7 Assis WOB	A-5 Assis	A-4 C. I C C&M	A-3 C. I C F&R	A-2 C. I C M S	A-1 C. I C H S	A-8 Gen. M
1	29,874	41,419	42,249	42,449	46,729	48,449	49,754	54,449
2	30,821	42,369	43,149	43,351	47,681	49,354	50,704	55,429
3	31,855	43,371	44,092	44,354	48,684	50,356	51,654	56,485
4	32,942	44,407	45,064	45,390	49,710	51,373	52,782	57,840
5	34,266	45,568	46,173	46,920	51,106	52,823	54,282	59,504
6	35,662	46,768	47,319	48,510	52,548	54,325	55,827	61,224
7	37,130	48,003	48,494	50,161	54,039	55,873	57,426	63,002
8	38,738	49,289	49,691	51,995	55,665	57,762	59,312	64,951
9	40,433	50,606	50,914	53,846	57,349	59,696	61,280	66,943
10	42,215	51,931	52,157	55,719	59,069	61,714	63,311	68,954
M	42,350	52,568	52,805	56,551	60,074	62,855	64,535	70,469
L	42,726	53,471	53,721	57,660	61,365	64,290	66,056	72,296
K	42,746	53,867	54,126	58,203	62,037	65,064	66,892	73,351
J	44,896	55,418	55,681	60,416	64,064	67,423	69,255	75,668
I	46,752	56,494	56,760	62,147	65,552	69,240	71,047	77,349
H	48,462	57,334	57,604	63,646	66,770	70,781	72,562	78,708
G	49,599	57,444	57,985	64,338	67,128	71,418	73,134	79,045
F	51,429	58,301	60,740	65,900	68,384	73,019	74,702	80,434
E	53,323	57,515	63,550	67,493	69,657	74,650	76,294	81,851
D	54,857	57,515	65,395	69,272	71,111	76,488	78,087	83,467
C	56,568	57,515	67,451	71,269	72,766	78,552	80,113	85,322
B	58,444	57,515	69,704	73,332	74,461	80,669	82,197	87,219
L	59,330	58,411	70,590	74,220	75,347	81,560	83,095	88,110

IN 2012-13 EACH PERSON STAYS ON SAME STEP AS IN 2011-12 AND RECEIVES A RAISE OF \$1,474

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:

A secretary retiring during the 2010-13 school year shall be paid for unused sick days at the following rate:

1-100	\$72
101 and beyond	\$86

All such payments made shall be in the form of deferred compensation to 457/403b plan(s).

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.

Workshops for 10 Month Secretaries -

Option A: Secretaries will have the option to attend workshops or not ***on days when they would normally be off from work***. Workshops will be for training other duties covered in the employees' job descriptions.

Option B: Secretaries will have the option to attend the workshop and then return to their place of work for the remainder of the day. A full day's pay will be the reimbursement for this option. All provisions of the Fair Labor Standards Act will continue to apply and appropriate non-exempt employees (secretaries, custodians, paraprofessionals, ...) will be paid 1+1/2 times the employee's hourly rate of pay for all work in a work-week over 40 hours.

Option C: Secretaries may choose to attend the workshop and not return to their workplace. A half-day's pay will be the reimbursement for this option. (Minimum guarantee of four hours pay.)

Administrators will accommodate a secretary's schedule for training during their regular workday if any secretary declines options B or C. Opportunities to attend such training will be mutually agreed to between the employee and their supervisor. Compensation for such training beyond a 40-hour, workweek shall be paid at 1+1/2 times the employee's hourly rate.

Comp time will not be ***offered*** or ***accepted*** as payment for options B or C.

Any departures from the terms above must be negotiated with the Association before their implementation.

SECRETARY SALARY GUIDE 2010-11

Step	10 Months	12 Months	CMS	CHS	Acct. Rec.
1	25,623	30,658	33,523	34,848	35,523
2	25,847	30,929	33,801	35,150	35,825
3	26,086	31,209	34,116	35,465	36,140
4	26,327	31,501	34,432	35,800	36,462
5	26,569	31,799	34,763	36,144	36,815
6	26,859	32,156	35,155	36,555	37,236
7	27,164	32,532	35,571	36,990	37,680
8	27,855	33,380	36,511	37,970	38,679
9	29,197	34,260	37,478	38,980	39,710
10	31,963	35,157	39,125	40,374	41,131
P	32,488	35,851	40,030	41,345	42,142
O	32,824	36,366	40,765	42,150	42,990
N	32,991	36,665	41,230	42,667	43,538
M	34,398	37,538	42,991	44,490	45,398
L	36,823	44,187	45,363	46,858	47,816
K	37,701	45,241	46,454	47,986	48,969
J	39,623	47,547	47,693	49,177	50,180
I	42,528	51,033	49,097	50,532	51,569
H	43,500	52,200	50,326	51,756	52,311
G	45,134	54,161	52,221	53,699	54,278
F	46,828	56,193	54,182	55,719	56,322
E	47,726	57,271	56,221	57,761	58,441
D	48,722	58,467	57,389	58,963	59,656
C	49,752	59,702	58,898	60,519	61,224
B	50,117	60,140	59,531	61,187	61,915
A	51,005	56,823	60,378	62,032	62,761

SECRETARY SALARY GUIDE 2011-12

Step	10 Months	12 Months	CMS	CHS	Accts. Rec.
1	26,737	31,772	34,637	35,962	36,637
2	26,961	32,043	34,915	36,264	36,939
3	27,200	32,323	35,230	36,579	37,254
4	27,441	32,615	35,546	36,914	37,576
5	27,683	32,913	35,877	37,258	37,929
6	27,973	33,270	36,269	37,669	38,350
7	28,278	33,646	36,685	38,104	38,794
8	28,969	34,494	37,625	39,084	39,793
9	30,311	35,374	38,592	40,094	40,824
10	33,077	36,271	40,239	41,488	42,245
P	33,602	36,965	41,144	42,459	43,256
O	33,938	37,480	41,879	43,264	44,104
N	34,105	37,779	42,344	43,781	44,652
M	35,512	38,652	44,105	45,604	46,512
L	37,937	45,301	46,477	47,972	48,930
K	38,815	46,355	47,568	49,100	50,083
J	40,737	48,661	48,807	50,291	51,294
I	43,642	52,147	50,211	51,646	52,683
H	44,614	53,314	51,440	52,870	53,425
G	46,248	55,275	53,335	54,813	55,392
F	47,942	57,307	55,296	56,833	57,436
E	48,840	58,385	57,335	58,875	59,555
D	49,836	59,581	58,503	60,077	60,770
C	50,866	60,816	60,012	61,633	62,338
B	51,231	61,254	60,645	62,301	63,029
A	52,119	57,937	61,492	63,146	63,875

IN 2011-12 EACH PERSON STAYS ON THE SAME STEP
AS IN 2010-11 AND RECEIVES A RAISE OF \$1,114.

SECRETARY SALARY GUIDE 2012-13

Step	10 Months	12 Months	CMS	CHS	Acct. Rec.
1	27,878	32,913	35,778	37,103	37,778
2	28,102	33,184	36,056	37,405	38,080
3	28,341	33,464	36,371	37,720	38,395
4	28,582	33,756	36,687	38,055	38,717
5	28,824	34,054	37,018	38,399	39,070
6	29,114	34,411	37,410	38,810	39,491
7	29,419	34,787	37,826	39,245	39,935
8	30,110	35,635	38,766	40,225	40,934
9	31,452	36,515	39,733	41,235	41,965
10	34,218	37,412	41,380	42,629	43,386
P	34,743	38,106	42,285	43,600	44,397
O	35,079	38,621	43,020	44,405	45,245
N	35,246	38,920	43,485	44,922	45,793
M	36,653	39,793	45,246	46,745	47,653
L	39,078	46,442	47,618	49,113	50,071
K	39,956	47,496	48,709	50,241	51,224
J	41,878	49,802	49,948	51,432	52,435
I	44,783	53,288	51,352	52,787	53,824
H	45,755	54,455	52,581	54,011	54,566
G	47,389	56,416	54,476	55,954	56,533
F	49,083	58,448	56,437	57,974	58,577
E	49,981	59,526	58,476	60,016	60,696
D	50,977	60,722	59,644	61,218	61,911
C	52,007	61,957	61,153	62,774	63,479
B	52,372	62,395	61,786	63,442	64,170
A	53,260	59,078	62,633	64,287	65,016

IN 2012-13 EACH PERSON STAYS ON THE SAME STEP AS IN 2011-12 AND RECEIVES A RAISE OF \$1,141.

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. Should paraprofessionals receive appropriate in service training to handle special needs students and if such training time increases their work time, they shall be paid for that additional time at their hourly rate.
- E. The Board shall make available a summer payment plan in accordance with N.J.S.A. 18A:29-3.
- 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:

A paraprofessional retiring during the 2010-13 school year shall be paid for unused sick days at the following rate:

	\$72
101 and beyond	\$86

All such payments made shall be in the form of deferred compensation to 457/403b plan(s).

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**

2007-08	2008-09	2009-10	2010-11
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
	MAXIMUM LEVELS		
		K	L
	J	J	K
I	I	I	I
H	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
A	A	A	A

PARAPROFESSIONAL SALARY GUIDE

Step	2010-11		2011-12		2012-13	
	HS	Assoc. Deg	HS	Assoc. Deg	HS	Assoc. Deg
1	12.47	14.19	12.88	14.60	13.30	15.02
2	12.79	14.54	13.20	14.95	13.62	15.37
3	13.14	14.91	13.55	15.32	13.97	15.74
4	13.50	15.32	13.91	15.73	14.33	16.15
5	13.87	15.76	14.28	16.17	14.70	16.59
6	14.27	16.23	14.68	16.64	15.10	17.06
7	14.69	16.70	15.10	17.11	15.52	17.53
8	15.27	17.37	15.68	17.78	16.10	18.20
9	16.34	18.60	16.75	19.01	17.17	19.43
L	16.45	18.80	16.86	19.21	17.28	19.63
K	16.72	19.16	17.13	19.57	17.55	19.99
J	16.93	19.47	17.34	19.88	17.76	20.30
I	17.77	20.44	18.18	20.85	18.60	21.27
H	18.30	21.06	18.71	21.47	19.13	21.89
G	18.85	21.69	19.26	22.10	19.68	22.52
F	19.17	22.05	19.58	22.46	20.00	22.88
E	19.65	22.61	20.06	23.02	20.48	23.44
D	21.28	24.48	21.69	24.89	22.11	25.31
C	22.14	25.46	22.55	25.87	22.97	26.29
B	22.98	26.41	23.39	26.82	23.81	27.24
A	23.90	27.48	24.31	27.89	24.73	28.31

IN 2011-12 EACH PERSON STAYS ON SAME STEP AS IN 2010-11
AND RECEIVES A RAISE OF \$0.41 PER HOUR

IN 2012-13 EACH PERSON STAYS ON SAME STEP AS IN 2011-12
AND RECEIVES A RAISE OF \$0.42 PER HOUR

**RAHWAY ATTENDANCE OFFICER
Salary Guide
Movement Pattern**

2007-08	2008-09	2009-10	2010-11
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

ATTENDANCE OFFICER SALARY GUIDE

2010-11		2011-12		2012-13	
Step	Att. Off.	Step	Att. Off.	Step	Att. Off.
1	35,270	1	36,232	1	37,218
2	36,035	2	36,997	2	37,983
3	36,826	3	37,788	3	38,774
4	37,630	4	38,592	4	39,578
5	38,477	5	39,439	5	40,425
6	39,365	6	40,327	6	41,313
7	40,302	7	41,264	7	42,250
8	41,242	8	42,204	8	43,190
9	42,180	9	43,142	9	44,128
10	43,119	10	44,081	10	45,067

STAYS ON SAME STEP AS IN 2010-11 FOR 2011-12

STAYS ON SAME STEP AS IN 2011-12 FOR 2012-13

RAHWAY ATTENDANCE OFFICER

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 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:

An attendance officer retiring during the 2010-13 school year shall be paid for unused sick days at the following rate:

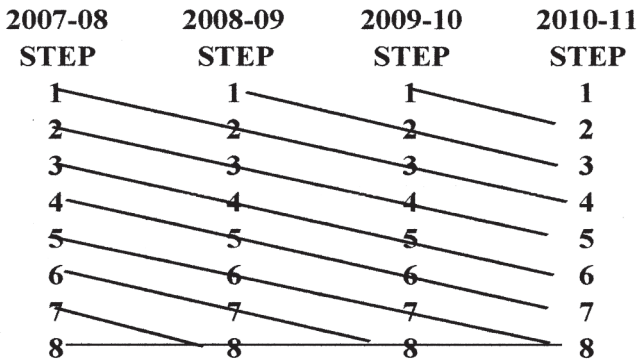
1-100	\$72
101 and beyond	\$86

All such payments made shall be in the form of deferred compensation to 457/403b plan(s).

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 SAFETY OFFICERS
SALARY GUIDE MOVEMENT PATTERN**



SAFETY OFFICERS

2010-11		2011-12		2012-13	
Step	Saf. Off	Step	Saf. Off	Step	Saf. Off
1	42,248	1	42,248	1	42,248
2	42,924	2	42,924	2	42,924
3	43,601	3	43,601	3	43,601
4	44,351	4	44,351	4	44,351
5	45,139	5	45,139	5	45,139
6	46,041	6	46,041	6	46,041
7	46,982	7	46,982	7	46,982
8	47,640	8	47,640	8	47,640

IN 2011-12 EACH PERSON STAYS ON SAME STEP AS IN 2010-11 AND RECEIVES A RAISE OF \$1093.

IN 2012-13 EACH PERSON STAYS ON SAME STEP AS IN 2011-12 AND RECEIVES A RAISE OF \$1,120.

RAHWAY SAFETY OFFICER

1. Work year for safety officer(s) shall be from September 1 to June 30.
2. The length of the work day shall be 8 hours, inclusive of lunch, with additional hours for night or weekend events, as may be determined by the principal from time to time, not to exceed 20 hours during the school year at no additional compensation unless approved in advance by the Board; except that consistent with applicable statutes overtime will be paid should the hours worked in a given week exceed 40. The principal may direct the safety officer to adjust his or hours in a given week to accommodate the need for night or weekend coverage within a forty-hour week.
3. Safety officer(s) shall have a duty-free thirty minute lunch period.
4. Holidays shall be the same holidays as the 10 month secretaries.
5. On days when school has been canceled for students and teachers because of snow or inclement weather, safety officer(s) shall be excused from work.
6. Safety officer(s) shall be entitled to 13 sick leave days per year. All unused sick leave days are accumulative.
7. 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 safety officer retiring during the 2010-13 school year shall be paid for unused sick days at the following rate:

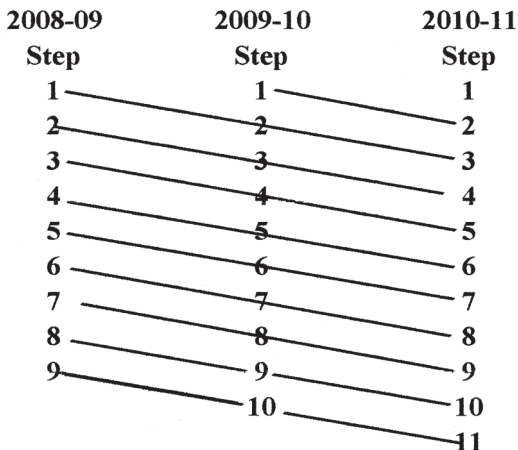
1-100	\$72
101 and beyond	\$86

All such payments made shall be in the form of deferred compensation to 457/403b plan(s).

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

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

**NETWORK ADMINISTRATOR/COMPUTER TECHNICIAN
Salary Guide
Movement Pattern**



**Network Administrator/
Computer Technician Salary Guide**

2010-11		2011-12		2012-13	
Staff	Step	Staff	Step	Staff	Step
1	44591	1	46108	1	47664
2	45591	2	47108	2	48664
3	46591	3	48108	3	49664
4	49290	4	50807	4	52363
5	52127	5	53644	5	55200
6	54694	6	56211	6	57767
7	57395	7	58912	7	60468
8	60098	8	61615	8	63171
9	62799	9	64316	9	65872
10	65502	10	67019	10	68575
11	69268	11	70785	11	72341

EACH PERSON RECEIVES A RAISE OF \$1517 IN 2011-12
AND REMAINS ON THE SAME STEP AS IN 2010-11

EACH PERSON RECEIVES A RAISE OF \$1,556 IN 2012-13
AND REMAINS ON THE SAME STEP AS IN 2011-12

NETWORK ADMINISTRATOR/ COMPUTER TECHNICIAN

1. Work year for a Network Administrator/Computer Technician shall be a twelve month work year.
2. The length of the work day shall be 8 hours, inclusive of lunch, with additional hours for nights and weekends, as may be determined by the Manager of Technology from time to time, not to exceed 20 hours during the school year for no additional compensation unless approved in advance by the Board; except that consistent with applicable statutes overtime will be paid should the hours worked in a given week exceed 40. Because of the nature of the work, schedules must be flexible based upon the needs of the district. Starting and ending times may be adjusted based upon needs of the district.
3. Network Administrator/Computer Technician(s) shall have an hour duty-free lunch period.
4. Holidays shall be the same 13 paid holidays as the 12 month secretaries.
5. On days when school has been canceled for students and teachers because of snow or inclement weather, Network Administrator/Computer Technician(s) shall be excused from work.
6. Network Administrator/Computer Technician(s) shall be entitled to 15 sick leave days per year. All unused sick leave days are accumulative.
7. 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 Network Administrator/Computer Technician retiring during the 2010-13 school year shall be paid for unused sick days at the following rate:

1-100	\$72
101 and beyond	\$86

All such payments made shall be in the form of deferred compensation to 457/403b plan(s).

The estate of a Network Administrator/Computer Technician who dies while in the employ of the Board shall be paid these benefits.

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 750 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 1024, 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 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
THE BOARD OF EDUCATION OF THE
CITY OF RAHWAY IN THE COUNTY OF UNION
AND THE RAHWAY EDUCATION ASSOCIATION

MEMORANDUM OF AGREEMENT
FOR SUCCESSOR COLLECTIVE BARGAINING
AGREEMENT THROUGH JUNE 30, 2013

THIS MEMORANDUM OF AGREEMENT made this 13, **day of May** 2010 between **THE BOARD OF EDUCATION OF THE CITY OF RAHWAY IN THE COUNTY OF UNION** (hereinafter called the “Board”) and **RAHWAY EDUCATION ASSOCIATION** (hereinafter called the “Association”).

WHEREAS, the Board and the Association are parties to a collective bargaining agreement (the “Current Agreement”) which covers certain employees and which is scheduled to terminate on June 30, 2011; and

WHEREAS, the parties have engaged in negotiations to settle upon a successor agreement to the Current Agreement to become effective after termination of the Current Agreement; and

WHEREAS, representatives of the parties have reached an agreement in principle concerning contract terms and conditions to run through June 30, 2013, and desire that this Memorandum of Agreement memorialize the successor agreement (the “Successor Agreement”), subject to ratification by both parties’ memberships; and

WHEREAS, the parties desire to implement the Successor Agreement without undue delay.

NOW THEREFORE BE IT RESOLVED as follows:

- The Current Agreement shall be terminated, and the Successor Agreement shall be implemented, effective upon the date the last party ratifies this Memorandum of Agreement (the “Effective Date”). Either party may rescind its ratification of this Memorandum of Agreement before the Effective Date, but not thereafter. **TO BE IN FORCE THIS AGREEMENT MUST BE RATIFIED BY BOTH SIDES PRIOR TO MAY 21, 2010** or it is null and void.
- The terms and conditions of the Current Agreement shall be incorporated herein as if set forth at full length, except as superseded and amended by this Memorandum of Agreement.

- The term of the Successor Agreement shall run through June 30, 2013.
 - All employees covered under the Successor Agreement shall receive during the 2010-2011 contract year the same rate of annual salary that was previously negotiated as the 2010-11 salary guides.
- a. Employees who, by working another year in the 2010-2011 school year, would have become eligible for a higher longevity increase based on their years of service if they had worked that same number of years during the 2009-2010 school year, shall be entitled to that higher longevity increase during the 2010-2011 school year.
 - b. Employees who, by obtaining a higher level post-graduate degree and/or credit status effective the 2010-2011 school year, would have obtained a higher salary if they had obtained that status during the 2009-2010 school year and complied with the requirements of the Current Agreement and Board Policy, shall receive that higher salary during the 2010-2011 school year.
 - c. Effective the beginning of the 2010-11 contract year, all employees receiving medical benefits shall contribute one and one half percent (1.50%) of their base salary for such medical benefits.
 - d. Effective the beginning of the 2011-12 contract year, all employees receiving medical benefits shall contribute one half percent (0.50%) of their base salary for such medical benefits.
 - e. Effective the beginning of the 2012-13 contract year, all employees receiving medical benefits shall contribute one half percent (0.50%) of their base salary for such medical benefits.
 - f. The salary increases for the 2011-2012 contract year shall be two and one half percent (2.5%) above the agreed to 2010-11 base salary effective on 5/13/10. Such salary increases shall be based on equal dollar amounts applied on all steps, levels, with employees staying on the same step that they were on or scheduled to be on in 2010-11.
 - g. The salary increases for the 2012-2013 contract year shall be two and one half percent (2.50%) above the agreed to 2011-12 base salary agreed on 5/13/10. Such salary increases shall be based on equal dollar amounts applied on all steps levels with employees staying on the same step that they were on or scheduled to be on in 2010-11.
 - h. Any unencumbered funds for cost of tuition and book reimbursement for 2010-11 shall be frozen and not paid. All tuition and book reimbursement for 2011-12 shall be frozen and not paid at that time. In 2012-13 the tuition reimbursement cap shall be \$132,000 for certificated personnel and \$8,500 additional for secretaries, custodians and para-

professionals for workshops, courses, conferences. Those who would have qualified for such payments in 2010-11 and 2011-12 will be first in line for such payments in 2012-13.

- i. All extracurricular rates as indicated in the 2010-11 agreement and all other hourly rates and stipends in the agreement shall for 2011-12 and 2012-13 stay at the same rate as those rates are indicated in the 2010-11 agreement.
- j. Employees who earn enough credits for movement to a higher scale will continue to move laterally to a higher scale.
- k. If law requires a higher contribution to medical insurance other than the amounts indicated in 4c-e above than the amounts in 4c-e will be inclusive in the state law minimum and not on top of the state law minimum.
- l. The attendance awards that by practice have been given out at the beginning of each contract year, shall be suspended for 2011-12 and 2012-13 contract years.
- m. For the terms of this agreement, the middle school athletic stipends shall be renegotiated based on a reduced activity schedule.

This Memorandum of Agreement, which includes the terms and conditions incorporated herein, shall be given full force and effect as the Successor Agreement upon the Effective Date, notwithstanding subsequent further memorialization of the Successor Agreement in one instrument.

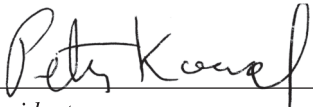
All savings generated by this agreement shall be utilized to retain as many staff as possible in this bargaining unit.


Article XXXIV
DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 2010 and shall continue in effect until June 30, 2013 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 18th day of May, 2010.

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

BY: 
President

ATTEST: 
Secretary

RAHWAY EDUCATION ASSOCIATION

BY: 
President

ATTEST: 
Recording Secretary