

AGREEMENT

Between:

**ROSELLE PARK BOARD OF EDUCATION
UNION COUNTY, NEW JERSEY**

and

ROSELLE PARK EDUCATION ASSOCIATION

**July 1 2012
through
June 30, 2015**

CONTENTS

	<u>Page</u>
PREAMBLE	1
GENERAL PROVISIONS	1
<u>ARTICLE I</u>	
RECOGNITION	1
<u>ARTICLE II</u>	
NEGOTIATION PROCEDURE	1
<u>ARTICLE III</u>	
ASSOCIATION RIGHTS AND PRIVILEGES.....	2
<u>ARTICLE IV</u>	
ASSOCIATION RESPONSIBILITIES.....	3
<u>ARTICLE V</u>	
BOARD RIGHTS AND RESPONSIBILITIES.....	3
<u>ARTICLE VI</u>	
SEPARABILITY AND SAVINGS	4
<u>ARTICLE VII</u>	
FULLY-BARGAINED PROVISIONS	4
TEACHERS' PROVISIONS.....	4
<u>ARTICLE VIII</u>	
GRIEVANCE PROCEDURE.....	4
<u>ARTICLE IX</u>	
TEACHER RIGHTS	7
<u>ARTICLE X</u>	
TEACHING HOURS AND TEACHING LOAD.....	8
<u>ARTICLE XI</u>	
NON-TEACHING DUTIES	12

ARTICLE XII

TEACHER EMPLOYMENT12

ARTICLE XIII

SALARIES13

ARTICLE XIV

HEALTH INSURANCE14

ARTICLE XV

TEACHER PROTECTION15

ARTICLE XVI

TEACHER WORK YEAR16

ARTICLE XVII

EXTENDED LEAVES OF ABSENCE 16

ARTICLE XVIII

TEMPORARY LEAVE OF ABSENCE18

ARTICLE XIX

TEACHER EVALUATION 20

ARTICLE XX

TRANSFERS20

ARTICLE XXI

RELEASE OF NON-TENURED TEACHERS 20

ARTICLE XXII

TEACHER-ADMINISTRATION LIAISON21

ARTICLE XXIII

MISCELLANEOUS PROVISIONS21

ARTICLE XXIV

PROFESSIONAL DEVELOPMENT/EDUCATIONAL IMPROVEMENT 22

ARTICLE XXV

POSTING OF VACANCIES 24

ARTICLE XXVI

DUES DEDUCTION AND AGENCY SHOP 25

<u>ARTICLE XXVII</u>	
RETIREMENT	25
SECRETARIES' PROVISIONS	26
<u>ARTICLE XXVIII</u>	
GRIEVANCE PROCEDURE.....	26
<u>ARTICLE XXIX</u>	
BOARD RIGHTS AND RESPONSIBILITIES.....	29
<u>ARTICLE XXX</u>	
HEALTH INSURANCE.....	29
<u>ARTICLE XXXI</u>	
TEMPORARY LEAVES OF ABSENCE.....	31
<u>ARTICLE XXXII</u>	
WORK YEAR/WORK SCHEDULE.....	33
<u>ARTICLE XXXIII</u>	
EVALUATION	34
<u>ARTICLE XXXIV</u>	
RETIREMENT	34
<u>ARTICLE XXXV</u>	
PROFESSIONAL DEVELOPMENT	35
PARAPROFESSIONALS' PROVISIONS.....	36
<u>ARTICLE XXXVI</u>	36
SCHEDULE A-1	
Teachers' Salary Guides.....	37

SCHEDULE A-2

Secretaries' Salary Guide	38
Ten (10) Month Secretaries	
Ten (10) Month Part-time Secretaries	
Twelve (12) Month Secretaries	

SCHEDULE B

Coaches Salary Guide	39
----------------------------	----

SCHEDULE C

Stipends Salary Guide	42
-----------------------------	----

SCHEDULE D

Paraprofessional Salary Guide	44
-------------------------------------	----

ARTICLE XXXVII

DURATION OF AGREEMENT	45
-----------------------------	----

SIGNATURES	45
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PREAMBLE

This contract, made and entered into on the ____ day of _____, 2013, by and between the BOARD OF EDUCATION OF ROSELLE PARK, NEW JERSEY, hereinafter called the "Board," and the ROSELLE PARK EDUCATION ASSOCIATION, INCORPORATED, hereinafter called the "Association," represents the complete and final understanding on all bargainable issues between the Board and the Association during the lifetime of the Agreement.

GENERAL PROVISIONS

ARTICLE I RECOGNITION

- A. The Board hereby recognizes the Association during the lifetime of this Agreement as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all personnel not engaged as supervisory employees and who comprise the bargaining unit as follows:

- | | |
|------------------------------------|-------------------------|
| 1. Teachers | 6. Paraprofessional |
| 2. Guidance Counselors | 7. Administrative Aides |
| 3. Secretaries | 8. Enterprise Clerk |
| 4. Child Study Team | 9. Computer Aide |
| 5. Substance Awareness Coordinator | |

Articles shall apply to all employees as specified in A unless noted otherwise.

- B. Unless otherwise indicated, the term "teachers" when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiations unit as defined above.
- C. All other individuals employed by the Board not specifically enumerated above are excluded from the bargaining unit.

ARTICLE II NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws 1974, in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employees' employment. The Association and the Board will simultaneously exchange initial proposals at the mutually agreed upon date not later than March 15. Such proposals shall be presented in writing at the mutually agreed upon date not later than March 15 as set forth above. Any agreement so negotiated shall apply to all employees, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

The signature of the Association on the Agreement shall be pursuant to authorization received from the membership and the Association shall notify the Board in writing when the Agreement has been ratified by the membership. The parties agree to be bound by the provisions of the rules and regulations of the Public Employment Relations Commission as the same affect Negotiations Procedures.

- B. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with any necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations. Nothing herein contained shall be construed as a delegation of the authority of the Board.
- C. It is understood by all parties that the Board and the Association expressly agree that negotiations will be conducted without the use of pressure tactics. The parties also agree that during the period of negotiations the only publicity accorded the negotiation by the parties will consist of a joint press release, or, in the event the parties are unable to agree upon wording, a joint press release stating that "no progress has been made," unless an impasse has been declared to exist to which both parties agree. This does not preclude both parties reporting back to their respective memberships.
- D. The Board agrees not to negotiate concerning said employees in the negotiating unit, as defined in Article 1 of this Agreement, with any organization other than the Association for the duration of this Agreement.
- E. The minutes of the negotiation session shall be approved by the Association and Board negotiations committees and shall be signed by duly authorized representatives of each negotiating committee.

ARTICLE III ASSOCIATION RIGHTS AND PRIVILEGES

- A. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, the employee shall suffer no loss in pay. Up to five (5) days, in total, of release time for association business shall be allowed for the President, Grievance Officer, Negotiations Chairperson, or designee.
- B. The Association and its representatives shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations, provided that the superintendent will be notified in advance and assignment of space is allotted.
- C. The Association shall have the privilege, with the permission of the school principal, to use school equipment on the site, including office equipment, and all types of audio-visual equipment at reasonable times, and when such equipment is not otherwise in use. The

Association shall pay for the cost of all materials and supplies incident to such use and assume liability for any damage to any equipment occurring during such use.

- D. The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge. Copies of all materials to be posted on such bulletin boards shall be given to the building principal, but no approval shall be required.
- E. The Association may have the privilege of reasonable use of inter-school mail facilities and school mail boxes for the distribution of material dealing with the proper and legitimate business of the Association. However, the Board and the Administration cannot assume responsibility or liability for such usage.
- F. The rights and privileges of the Association and its representatives, as set forth in this Agreement, shall be granted only to the Association as the exclusive representative of the employees and to no other organization.
- G. The association president or designee shall have release time as needed and scheduled with the building administrator.

ARTICLE IV ASSOCIATION RESPONSIBILITIES

- A. The Association shall be responsible for acquainting its members with the provisions of this Agreement, and shall take all reasonable steps to insure the adherence to the provisions of this Agreement by its members during the life of this Agreement and providing a written copy.
- B. It is the responsibility of personnel covered in Article I to carry out administrative directions and regulations required by Board policy, subject to the understanding that the Grievance Procedure shall be available under the terms specified in Articles VIII and XXX if it is felt any such regulation is in conflict with the express terms of this Agreement.

ARTICLE V BOARD RIGHTS AND RESPONSIBILITIES

- A. The Board, on its own behalf and on behalf of the citizens of the Borough of Roselle Park, New Jersey, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and the Constitution of the State of New Jersey, and of the United States.
- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of New Jersey and of the United States.

- C. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities, and the authority under R.S. 18:A, School Laws of New Jersey, or any other national, state, or county district, or local laws or regulations as they pertain to education.
- D. Printing cost of all new RPEA contracts shall be shared equally by both parties.

ARTICLE VI SEPARABILITY AND SAVINGS

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

ARTICLE VII FULLY-BARGAINED PROVISIONS

- A. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

TEACHERS' PROVISIONS

ARTICLE VIII GRIEVANCE PROCEDURE

- A. **Definition**
 - 1. The term "grievance" as used herein means a claim by an individual employee or the Association on behalf of an individual employee or group of employees, from the interpretation, application, or violation of policies, agreements, and administrative decisions affecting them.
- B. **Purpose**
 - 1. The purpose of the grievance procedure is to secure, at the lowest possible level, equitable solutions to alleged violations of this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
 - 2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this

Agreement.

C. Procedure

Except as is otherwise provided by law, any individual member of the staff shall have the right to process a grievance affecting the employee through administrative channels. The employee shall have the right to present her/his own appeal or designate a representative of the Association to appear with her/him at any step of the appeal.

1. Any employee who has a grievance shall within thirty (30) calendar days of its occurrence discuss it first with her/his principal (or immediate supervisor or department head, if applicable) in an attempt to resolve the matter informally at that level.
2. If as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five(5) school days, the employee shall set forth her/his grievance in writing to the principal. The principal shall communicate the decision to the employee in writing within five (5) school days of receipt of the written grievance.
3. If the employee wishes to pursue the matter within five (5) school days from notification of the principal, the employee shall submit her/his grievance to the superintendent of schools in writing specifying:
 - a. the nature of the grievance;
 - b. the results of the previous discussion;
 - c. the basis of her/his dissatisfaction with the determination.
4. A copy of the writing called for in Paragraph 3 above is to be submitted to the school principal and to the immediate superior of the aggrieved employee.
5. Within ten (10) days from receipt of the written grievance, the superintendent shall hold a hearing at which all parties in interest shall have the right to be heard.
6. Within ten (10) days of the said hearing, the superintendent shall, in writing, advise the employee and her/his representative, if there be one, of this determination and shall forward a copy of said determination to the school principal and to the immediate superior of the aggrieved employee.
7. In the event of the failure of the superintendent to act in accordance with the provisions of Paragraphs 5 and 6, or in the event a determination by him/her in accordance with the provisions thereof is deemed unsatisfactory by either party, the dissatisfied party, within ten (10) school days of the determination by him/her, may appeal to the Board.

8. Where an appeal is taken to the Board, there shall be submitted by the appellant the following: the writing set forth in Paragraph 3 and 6, and a further statement in writing setting forth the appellant's dissatisfaction with the superintendent's action. A copy of said statement shall be submitted to the superintendent and other adverse party.
9. The Board will conduct a meeting on the grievance within thirty (30) calendar days after receipt of the appeal from the grievant and will render its decision within fifteen (15) calendar days after such a meeting on the grievance. The grievant may have a representative with her/him at the meeting on the grievance, and such conference shall be limited to a review of the data and other materials and arguments made at the preceding steps of the Grievance Procedure. The grievant and/or her/his representative may make a statement to the Board. However, no witnesses or new materials or testimony may be introduced at the conference.
10. Grievances that relate to contractual clauses covering terms and conditions of employment which are not resolved to the satisfaction of the employee or the Association after review by the Board may, at the discretion of the employee or the Association, be submitted to binding arbitration, except that disputes concerning terms and conditions of employment which are specifically delegated to an administrative agency or court by statute, court decision, or state or federal regulations may not be submitted beyond the Board level. All other grievances which are not related to the Contract will terminate at the Board level of the procedure.
11. The aggrieved employee has ten (10) working days after the Board's decision in which to request arbitration pursuant to rules and regulations established by the Public Employment Relations Commission. Failure to file within said time shall constitute a bar to such arbitration, unless the aggrieved employee and the Board shall mutually agree upon a longer period of time within which to assert such a demand.
12. In the event the aggrieved employee elects thereafter to pursue a review by the County Superintendent, Commissioner of Education, or other agency as provided by State Statute, the arbitration hearing shall be canceled and the matter withdrawn. The Association shall pay whatever cost may have been incurred in processing the arbitration case. In pursuing a case to arbitration, the aggrieved employee and the Association waive any other legal remedy which they may have.
13. The arbitrator's decision shall be in writing and shall set forth her/his reasons and conclusions on the issue or issues submitted. The arbitrator's decision shall be submitted to the Board and the Association and shall be final and binding on the parties.
14.
 - a. The parties direct the arbitrator to decide as a preliminary question whether the employee has jurisdiction, under the provisions of Article VIII to hear and decide the matter in dispute.
 - b. The arbitrator shall be bound by the provisions of this Agreement and the

Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

15. In the event of arbitration, the cost of the arbitrator's services shall be shared equally by the Board and the aggrieved employee, or if represented by the Association, by the Board and the Association. All other expenses incurred in connection with the arbitration shall be paid by the party incurring same.
16. Since it is important that the grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum and every effort shall be made to expedite the process. The time limit specified may, however, be extended by mutual consent.
17. In the event the grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, it shall be suspended the last day of the school year and commenced on the first day of the following school year.
18. Pending determination of a grievance or in any dispute between teachers and the Board, the grievant and all teachers shall continue to perform their duties under the direction of the superintendent until the grievance is settled and decided.

ARTICLE IX TEACHER RIGHTS

- A. Pursuant to Chapter 123, Public Laws of 1974, the Board and the Association hereby agree that every employee of the Board shall have the right freely to organize, join and support the duly elected Association and its affiliates for the purpose of engaging in collective negotiations or to refrain from any such activity. The parties undertake and agree that they shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 123, Public Laws of 1974, or other laws of New Jersey or the Constitutions of New Jersey or the United States, and they shall not discriminate against any teacher because of her/his participation or lack of participation in any activities of the Association and its affiliates.
- B. Any individual member of the staff shall have a right to propose a policy or policies and/or administrative procedure or procedures through administrative channels.

- C. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as the employee may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to the teachers hereunder shall be in accordance with law.
- D.
 - 1. It is the responsibility of the teacher to determine grades under the grade policy of the Roselle Park District based upon available criteria related to any subject area or activity for which the employee is responsible. However, all parties recognize that the final determination as to any grade rests with the Board of Education in order to prevent the assignment of unreasonable or arbitrary grades.
 - 2. The Board agrees that prior to considering a grade change for other than an attendance or tardiness problem, it will seek input from a review committee composed of administrators and teacher staff members relevant to the situation.
- E. Whenever any teacher is scheduled to appear before a representative of the Board concerning a matter which may adversely affect the continuation of the teacher in her/his position, the teacher will receive within ten (10) school days a written notice of the charge or charges, if any, so that the employee may have an opportunity to study the charges, and if the employee desires, have a representative of the Association present at a subsequent meeting scheduled to discuss the matter.

ARTICLE X

TEACHING HOURS AND TEACHING LOAD

- A. Teachers shall indicate their presence for duty by placing a check mark in the appropriate column of the faculty "sign-in/out" roster. All teachers must be at their assigned duty area five (5) minutes prior to the student entrance bell or their first scheduled assignment if on flex schedule. Teachers shall remain at least ten (10) minutes after their last scheduled assignment to meet needs for counseling, extra help, and necessary make-up. At the discretion of the building principal, this requirement (5 minutes prior/10 minutes after) may be met by reporting fifteen (15) minutes prior to the teacher's first scheduled assignment. It is understood by both parties that regularly scheduled planning time is essential to the educational program of the district. At the elementary level it is recognized that the structure of the day makes this difficult to achieve. The required planning time should be meaningful and directly related to the activities of the individuals involved. Up to one hour of planning time per week will be required, scheduled at the discretion of the employees, and reported to the building administrator on a monthly report. District planning time for purposes of aligning curriculum may be scheduled by building administrators, as needed, and will count toward the one hour commitment.
- B. The work day shall be as follows:
 - 1. Teachers at the elementary school will have a maximum work day of six (6) hours and thirty (30) minutes which shall include a lunch period. Pre and post duty time requirements in A. above are excluded.
 - 2. Teachers at the middle school and high school will have a maximum work day of six (6) hours and forty (40) minutes which shall include a lunch period. Pre and post duty time

- requirements in A. above, are excluded.
3. Child Study Team members will have a maximum work day of seven (7) hours and thirty (30) minutes which shall include a lunch period.
 4. Any teacher holding the Athletic Trainer's position will have a maximum work day of six (6) hours and thirty (30) minutes which shall include a lunch period. Should this individual be assigned to teach classes in more than one school building, he/she shall only be assigned to teach five (5) periods.
- C. Teachers shall have a daily duty-free lunch period as required by law. For the duration of the contract, lunch periods shall be as follows: (i) Elementary- 50 minutes; (ii) Middle School- 40 minutes; and (iii) High School- 30 minutes.
- D. Classroom teachers shall, in addition to their lunch period, have a daily preparation period during which they will not be assigned to any other duties as follows:
1. Elementary school: Five (5) periods per week. A period is considered to be of at least thirty (30) minutes.
 2. Middle school: Two (2) periods per day.
 3. High school: Two (2) periods per day.
 4. Teachers assigned to and involved in classroom inclusion and support programs shall, if possible, have one (1) additional preparation period per week for common planning, discussions, and development of appropriate instructional strategies.
 5. Each traveling teacher shall be required to attend meetings at the building that has been designated as his/her home base. Traveling teachers shall have the same lunch and prep time as other teachers in their home school.
- Traveling teachers shall work the time schedule designated by their home base. The home base shall be assigned by the Superintendent and/or his designee. Times may be adjusted if necessary at the beginning or end of the day.
6. Any teacher holding the Athletic Trainer's position shall have the first period of the day for a preparation period. This individual shall not be required to be on school grounds during this preparation period.
- E.
1. Teachers may leave the building without requesting permission during their scheduled duty-free lunch period.
 2. Teachers may be permitted to leave the school building during professional preparation periods provided they receive permission in advance from the building principal or designee and complete a sign in/out upon leaving and returning to the school building any time during the day.
 3. A teacher who volunteers for elementary school lunch time supervision during his/her duty free lunch period will be compensated at a rate of \$25 per day for 2012-2015. When there are an insufficient amount of volunteers, the selection and scheduling of elementary teachers shall be done on a rotating basis at the discretion of the building principal.

- F.
1. For the 2012-2013 school year, teachers in grades 6-12 who volunteer to teach an additional period shall be paid an additional 1/7 of their salary.
 2. Beginning with the 2013-2014 school year, teachers in grades 6-12 who volunteer to teach an additional period beyond their normal teaching assignment shall be paid an additional 1/8 of their salary.
 3. Effective July 1, 2013, any special education teacher of grades 6-12 shall not receive additional compensation for teaching a 6th period. As of June 30, 2013, any teaching assignment not currently receiving a stipend for the 6th period assignment shall not be eligible to receive 6th period assignment compensation as set forth in this Article.
 4. When scheduling teachers in grades 6-12 for a teaching assignment beyond their normal teaching schedule, the administration shall post the assignment and seek volunteers. When there are an insufficient amount of volunteers, the selection and scheduling of the additional teaching assignment, whenever possible, shall be done as equitably as possible on a rotating basis.
 5. Any high school teacher who is scheduled to have six (6) teaching periods during the normal school day shall have no other non-teaching duties scheduled except assigned home room.
- G.
1. All teachers may be required to remain after the end of the regular work day, without additional compensation, for the purpose of attending general faculty meetings not to exceed 20 per school year and every effort will be made not to exceed three (3) per month unless an emergency situation requires additional meetings. Meetings will generally conclude after sixty (60) minutes.

In the event a teacher misses the regularly scheduled meeting, the teacher shall be required to remain before or after the school day, without additional compensation, for the purposes of obtaining the information that was disseminated and/or discussed at that meeting as well as fulfill any obligation or responsibility resulting from that meeting.
 2. An Association representative may speak to the teachers at any meeting referred to in Paragraph 1. above for at least five (5) minutes before the close of the meeting at the request of the representative.
 3. The notice of the agenda for the faculty meetings shall be given to the teachers involved at least two (2) days prior to the meeting, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.
- H. The superintendent shall require teachers to assume extracurricular activities as part of the normal teaching day, and the same shall be performed without additional compensation. Teacher participation in other extracurricular activities shall be voluntary, and shall be compensated according to the rate of pay and/or release time in attached schedule.

- I. Teacher participation in field trips, which extend beyond the teacher's in-school work day, and overnight or weekend trips, shall be voluntary. Approved food, lodging, and transportation expenses in connection with such trips shall be paid by the Board. All such trips shall be upon the approval of the superintendent, and due authorization from parents shall be required in accordance with Board policy.
- J. The Board recognizes the concern of their dedicated teachers for presentation of programs and attendance at after school hours pupil and parent programs and feels this high degree of professionalism will result in continued cooperation for pupil welfare. In view of this, the Board will require attendance at two (2) PTA/PTSA meetings, one of which will be Back-to-School Night. Special teachers, who serve at more than one school, will attend two (2) Back-to-School Nights at two different schools. A 1:45 dismissal will be given at each school on the day of their back-to-school night.
- K. Pupil programs presented in vocal and instrumental music will be continued as part of the working conditions of the vocal and instrumental music teachers' position classification.
- L. 1. Professional preparation periods should not be used for the purpose of covering classes. When this is unavoidable, class coverage, beyond regular scheduled assignments, shall be compensated as follows:
- 2012-2013 - \$29.10 per day
2013-2015 - \$29.68 per day
2. When the class of an absent teacher is combined with the class of another teacher, the same class period rate shall be paid, but will be divided among the receiving teachers involved (up to three [3] teachers).
3. If such classes are divided among more than three (3) teachers, each teacher shall receive a sum equal to one-third (1/3) of the class rate.
4. Teachers called upon to provide language translation during their professional periods, lunch period, or before and/or after their regularly scheduled hours, shall be entitled to compensation equal to class coverage rates pro-rated to 15 minute increments.
- 2012-2013 - \$15.18
2013-2015 - \$15.48

Teachers shall not be removed from their regular classes for language translation purposes except in cases of emergency.

- M. No teacher for grades 6-12 shall be assigned more than four (4) class preparations. Each class preparation shall have a distinct course of study. Special Education: this is exclusive of In-Class support for which the special education teacher is not responsible for the preparation of a distinct course of study. Should the special education teacher be assigned to a self-contained class, preparing and teaching five distinct courses of study, then that teacher will not be assigned or required to attend team meetings.
- N. The Teacher Coordinator of Cooperative Marketing Education shall be assigned no more than five (5) teaching and/or duty periods and one (1) period for job placement and supervision provided the number of students is fifteen (15) or less. Where the number of students in the class is greater than fifteen (15), the Teacher Coordinator of Cooperative Marketing Education shall have four (4) teaching periods and two (2) periods for job placement.
- O. Teachers may be assigned to work a flexible work schedule. If this is necessary, no teacher will be required to work more than the time specified in D. above.
- P. Teachers, including home instructors, appointed to instruct beyond the scheduled workday will be compensated at the rate of \$34.15 per hour for 2012-2013 and \$34.83 per hour for 2013-2015. In the event that a student does not attend the scheduled session, the teacher shall be compensated at the agreed upon rate for one half (1/2) hour.
- Q. Effective January 3, 2005, the High School RPTV Dir./CATV-34 Coordinator shall be paid an additional 1/8th of his current salary for the additional teaching duties required of the RPTV Director.
- R. In the event all snow days are not used during the course of the school year, the remaining snow days shall be removed from the calendar pursuant to the discretion of the Board after consultation with the Association.

ARTICLE XI NON-TEACHING DUTIES

- A. Effort will be made to eliminate non-teaching duties.

ARTICLE XII

TEACHER EMPLOYMENT

- A. The Board agrees to hire only certified teachers according to law.
- B. Teachers shall be notified of their contract and salary status for the ensuing year in accordance with law, unless this is not possible due to unforeseen circumstances.
- C. Whenever possible, no teacher shall serve as a mentor to more than one provisional/alternate route teacher in a school year.

ARTICLE XIII SALARIES

- A. The salaries of all teachers covered by this Agreement are set forth in schedules which are attached hereto and made a part thereof, designated as Schedules A, B, and C.
- B. Upon written request of the individual employee, the Board will deduct under the present payroll system the deposits to the Union County Educators Federal Credit Union and a tax sheltered annuity.
- C. The Child Study Team shall be paid in accordance with proper placement on the teachers' guide.
- D. The compensation for the Child Study Team/Guidance members will be paid as follows:

2012-2013 - \$5,675.00 per year

2013-2015 - \$5,788.50 per year

- E. The Child Study Team and Guidance personnel are paid the above compensation for work above and beyond the student school year and hours. The extended school year shall commence one week prior to school opening and end one week after school completion. One week is defined as five (5) working days. Should the Board of Education find it necessary to eliminate or reduce the need for these services during the term of this agreement, the compensation will be eliminated or proportionately reduced, whichever is appropriate. If, in the future the Board decided to "reemployment" or increase these services, the compensation would also be reactivated or proportionately increased, whichever is appropriate. The dates of notification shall be specified by Article XII.

Any referrals after the May 1 to the Child Study Team, will be considered summer cases. Summer cases will be paid in accordance with the published Child Study Team Consultation

Fees as published by the Union County Educational Services Commission..

- F. Members of the Child Study Team shall be reimbursed at the IRS rate per mile for all approved travel.
- G. A teacher who obtains an additional degree or additional validated credits which qualify him/her for advancement on the salary guide prior to the first day of a new school year, shall be placed in the proper column of the teachers' salary guide effective September 1 of the academic year. Teachers must notify the business office/board in writing on or before September 15th in order to be paid retroactive to September 1st.

A teacher who obtains an additional degree or additional validated credits which qualify him/her for advancement on the salary guide between September 1 and January 31 of any academic year shall be placed in the proper column of the salary guide effective February 1 of that academic year. Teachers must notify the business office/board in writing on or before February 15th in order to be paid retroactive to February 1st.
- H. The Student Assistance Coordinator shall be placed on the appropriate step on the teachers' salary guide.
- I. Nurses who work on sports physicals exams outside the workday or work year shall choose either pay at the hourly rate or compensatory time for each day worked equal to the documented hours worked.

ARTICLE XIV HEALTH INSURANCE

- A. The Board shall provide health insurance coverage to all eligible teachers and their dependents through the plans available as of July 1, 2012.

Eligible teachers shall contribute the amount established pursuant to law towards premiums. The minimum contribution shall be as set forth by P.L. 2011, Chapter 78. Should P.L. 2011, Chapter 78 be repealed during the term of the Agreement, teachers shall contribute \$150 per year towards health insurance.

Teachers who provide proof of alternative health insurance coverage may waive coverage with the Board in exchange for a waiver payment. The amount of the waiver payment shall be as follows:

- (i) If less than 20% of teachers waive, the payment shall be 25% or \$3,500, whichever is greater, of the amount saved by the Board, or a lesser amount if set by law;
- (ii) If between 20% and 25% of teachers waive, the payment shall be 25% or \$4,000, whichever is greater, of the amount saved by the Board, or a lesser amount if set by law;
- (iii) If between 25% and 30% of teachers waive, the payment shall be 25% or \$4,500,

- whichever is greater, of the amount saved by the Board, or a lesser amount if set by law;
- (iv) If more than 30% of teachers waive, the payment shall be 25% or \$5,000, whichever is greater, of the amount saved by the Board, or a lesser amount if set by law;

The percentage of teachers who waive shall be measured on September 1 of each year.

If a teacher chooses to waive only a portion of his or her coverage, *i.e.* waives medical insurance coverage and selects dental coverage, the teacher shall be required to contribute the greater amount set by statute, code or regulation or 1.5% of his or her base salary towards the cost of such coverage. If the amount of the teacher's 1.5% contribution exceeds the total cost of the selected coverage, *i.e.* the total cost of such dental coverage, the teacher's annual contribution shall be reduced and the teacher shall only contribute an amount equal to the cost of the selected coverage, unless otherwise dictated and/or prohibited by law.

Teachers who waive health benefits, and subsequently incur one of the life events as described by the New Jersey Department of Banking and Insurance (Birth, Death Marriage, Divorce or loss of coverage by a spouse) shall be entitled to immediate reenrollment in health insurance. Any waiver monies paid shall be reimbursed on a pro-rated basis.

Where the Board employs two married employees, one of the two must choose either Family or Husband/Wife Coverage. The other employee shall not be permitted to receive a waiver payment or health benefit coverage. Two employees who were married and employed by the Board prior to July 1 2012, shall be exempt from this provision.

- B. The Deductible for the Traditional Indemnity Plan shall be increased to \$200.00 annually for single coverage, and to \$400.00 annually for family coverage.
- C. The POS office Co-Pay shall be increased to \$15.00.
- D. All new hires shall only be eligible to receive the POS insurance plan during their first three years of employment by the Board. Thereafter, the employee may choose from any plan offered by the District.
- E. Dental Plan

Either party, prior to January 1st of each year, may request a change in the present dental insurance coverage. The party requesting the change must submit to the other party all the necessary facts and figures to determine the costs and benefits of the newly proposed dental insurance coverage plan. The parties may mutually agree to change the dental insurance coverage plan or benefits. If the parties cannot agree on the proposed dental insurance coverage plan, the present dental insurance coverage plan shall remain in effect.

- F. If available, the Board shall provide each new teacher with a written description of the insurance coverage at the beginning of the school year and replacements as requested.
- G. The Board shall have the right to change insurance carriers as long as there is no diminution of benefits. Prior to implementing any such change, the Board agrees to notify the Association of said proposed change. The Association shall be permitted to make suggestions regarding said proposed change.
- H. The Board shall implement a Section 125 Plan.

ARTICLE XV TEACHER PROTECTION

- A. No teacher shall be required to transport children in her/his private vehicle for school purposes.

ARTICLE XVI TEACHER WORK YEAR

- A. The teacher work year for those assigned to grades Pre-K through 12 shall be as follows: (i) Tenured Teachers – 186 work days, which shall be inclusive of one (1) teacher preparation day prior to the start of the school year, 183 student contact days, and two (2) full day in-service workshops; (ii) Non-Tenured Teachers – 188 work days, which in addition to those days required of tenured teachers, shall also include two (2) additional days prior to the start of school for professional development, or other reasons as determined by the administration; and (iii) New Teacher Hires – 189 work days, which in addition to those days required of tenured teachers, shall also include three (3) additional days prior to the start of school for professional development, orientation, or other reasons as determined by the administration.
- B. Prior to the Board's adopting the school calendar, the superintendent shall submit a copy of the proposed calendar to the Association and shall meet, upon request, with the Association's representative to discuss and consider suggestions regarding the calendar.
- C. When staff and students have an early dismissal for the purpose of providing staff development, the teachers' afternoon session shall be from 1:15 p.m. to 3:15 p.m. The Association President shall provide annual written notice of the start time for the afternoon staff professional development sessions as well as the staff's contractual obligation to attend.

ARTICLE XVII EXTENDED LEAVES OF ABSENCE

- A. Any pregnant teacher may apply for a leave of absence without pay, except as provided in Section 8 below. Upon request, such leave shall be granted prior to the anticipated date of birth and continue for a reasonable period of time to a specific date following birth.

1. Maternity leave shall be granted subject to the following conditions:
 - a. A teacher shall request such leave as far in advance as is reasonable but in no event less than ninety (90) days to its commencement.
 - b. A request for maternity leave shall include a statement from a physician confirming the pregnancy and anticipated date of birth.
 - c. Exact dates of the leave will be arranged, if possible, to coincide with summer or winter recess. Where medically contra-indicated, the parties shall arrange other leave dates in consideration of both medical evidence and administrative feasibility.
 - d. A statement from a physician certifying that the teacher is physically able to return to duty shall be furnished to the Board before a teacher is permitted to return from maternity leave.
2. A teacher's return date to employment shall be extended for a reasonable period of time at her request for reasons associated with pregnancy, birth, or other related causes. If the requested extension of return date is for other than the September opening or the Christmas recess, the parties may adjust the date in consideration of both medical evidence and administrative feasibility.
3. The leave of absence granted a non-tenured teacher hereunder may not be extended beyond the end of the contract school year in which the leave is obtained.
4. No teacher shall be barred from returning to duty after the birth of her child solely on the ground that there has not been a time lapse between the birth and her desired date of return. However, on or before March 1 of the school year in which the teacher desires to return from said maternity leave, the teacher shall indicate to the Board, in writing, that she intends to return to teaching the following September. Failure to notify the Board will be deemed to be a waiver by the teacher of her right to return from maternity leave that year.
5. Leave for adoption shall be treated the same as leave for maternity. Any teacher planning to adopt a pre-school child which will necessitate an eventual maternity leave, shall advise the superintendent as soon as practicable prior to assuming custody of the child. Any request for maternity leave shall be submitted by the teacher to the superintendent.
6. The time spent on maternity leave shall not count toward the fulfillment of the time requirements for acquiring tenure, nor shall it count toward placement on the salary guide or for seniority.
7. No teacher shall be removed from her teaching duties during pregnancy except for the following:
 - a. The Board has found her teaching performance has substantially declined from the

time immediately prior to pregnancy.

- b. Her physical condition or capacity is such that her health would be impaired if she were to continue teaching, and which physical capacity shall be deemed to exist if:
 - (1) The pregnant teacher fails to produce a certification from her physician that she is medically able to continue teaching, or
 - (2) Board's physician and the teacher's physician agree that she cannot continue teaching, or
 - (3) Following any difference of medical opinion between the Board's physician and the teacher's physician, a physician selected jointly by the Board and the teacher shall render a binding opinion on the physical capacity to continue teaching. The expense of any examination by an impartial third physician under this paragraph shall be shared equally by the teacher and Board.
- c. Any other just cause.

- 8. If a teacher desires, she may use her accumulated sick leave for the period of her disability related to her pregnancy and childbirth and receive full pay and benefits for said period or until she has exhausted her sick leave. The period of disability for the purpose of this Section shall be defined as the period commencing one (1) month before the anticipated delivery date and ending one (1) month after the actual delivery or such other period of actual disability as shall be certified to the Board by the teacher's physician.
- 9. The Board agrees to continue benefit coverage for teachers on extended sick leave after accumulated sick days have been exhausted and beyond the period that the insurance company already provides. Coverage will continue for a minimum of six (6) months or to the end of the school year, whichever is greater. Repayment of these premiums will be made by the employee at a mutually agreeable rate upon the employee's return to active employment. In case of death of the employee, the Board will absorb the cost. Should the employee accept employment elsewhere, the employee will be responsible for reimbursement to the Board of Education.

ARTICLE XVIII
TEMPORARY LEAVE OF ABSENCE

A. Illness

1. Each employee, employed on or before June 30, 2012, shall be allowed sick leave with full pay for eleven (11) days in any one (1) school year. Each employee whose first day of employment is on or after July 1, 2012, shall be allowed sick leave with full pay for ten (10) days in any one (1) school year. All unused sick leave shall be accumulated to be used for additional sick leave as needed in subsequent years. Employees whose first day of employment is between July 1, 2012 and June 30, 2013, shall be exempt from this provision for the period July 1, 2012 to June 30, 2013.
2. A doctor's certificate shall be required for any illness of three (3) or more successive days and may be required by the superintendent for any illness.

B. Extended Illness

In the event of extended illness, the Board of Education, on the recommendation of the superintendent, may give special consideration and make whatever adjustment appears desirable.

C. Bereavement Leave

Notification of the need for bereavement leave must be given to the immediate supervisor or designee prior to the leave being taken. Employees will have up to five (5) days for immediate family bereavement, up to three (3) days for other relatives not defined by immediate family and one (1) day for any other death. Immediate family is interpreted to mean spouse, parents, grandparent, parents-in-law, sibling, child, grandchild, significant other or other relative residing in the employee's household.

D. Personal Business

1. Every year each employee may be granted three (3) days of leave for personal business, subject to written request three (3) days in advance, except in unusual situations, and approved by the superintendent of schools. Such leave may not be requested on the days immediately before or immediately after a holiday, school vacation, or teacher workshop days unless the leave is for religious observance or in the event of any unusual situation. The Board of Education, on the recommendation of the superintendent, may give special consideration and make whatever adjustment seems desirable. Documentary evidence of the reason for such absence immediately before or immediately after a holiday or school vacation shall be submitted when requested by the superintendent of schools or the superintendent's designee.
2. "Personal business" is interpreted as religious holiday and other personal matters of such emergency nature as cannot be accomplished outside of school hours.
3. Leave without pay will be granted for religious observance if all available personal business leave time has been used.

4. On June 30 of each year, unused personal days will be converted to sick leave days commencing with the following school year. A separate accounting of these days will be maintained, and they will be accumulated. An employee must exhaust accumulated regular sick leave, as set forth in paragraph A of this Article, before drawing upon converted personal days.
- E. Special Cases
In the event of any unusual situation, the Board of Education, upon the recommendation of the superintendent, may give special consideration and make whatever adjustment seems desirable.
- F. Deductions
In the event an employee is absent beyond the leave granted above, deductions shall be made as follows:
 1. Service personnel employed on a ten (10) month basis: For each day's absence, a deduction of 1/200th of the annual salary shall be made.
 2. Service personnel employed on a twelve (12) month basis: For each day's absence, a deduction of 1/220th of the annual salary shall be made.
- G. Each employee may use up to five (5) days sick leave per year to care for an ill member of the employee's immediate family. "Immediate family" shall be defined as in Section C of this article.

ARTICLE XIX TEACHER EVALUATION

- A. All monitoring or observation of the work of the teacher shall be conducted openly and with full knowledge of the teacher. A teacher will be given a copy of any evaluation report prepared by her/his evaluators at least two (2) days prior to any conference to discuss such report.
- B. Before effecting any policy change in the present Board Policy #3221, Evaluation of Tenured and Non-Tenured Teaching Staff Members, the Board will provide an opportunity for the Association through the Evaluation Committee to submit its reaction to the present program. The Board will consider such reactions before putting any new teacher evaluation policy into effect which would revise present Board Policy #3222.
- C. Evaluation reports shall be presented to each teacher by her/his immediate superior. The employee's signature will indicate that he/she has read the evaluation and will have an opportunity to submit a rebuttal within thirty (30) school days.

- D. The Board of Education reserves the right to withhold increments.
- E. No peer coaching review shall be permitted under this article.

ARTICLE XX TRANSFERS

- A. Every effort will be made to give notice of transfer or reassignment of an employee no later than June 1 whenever possible and practical, except in cases of emergency or other contingencies beyond the control of the Board.
- B. An involuntary transfer or reassignment will be accompanied by a meeting between the principal or the supervisor who made the recommendation. At this time, the reasons for the transfer and the objections of the staff member will be discussed.

ARTICLE XXI RELEASE OF NON-TENURED TEACHERS

- A. The non-tenure period of a teacher is a probationary period in which a new teacher is evaluated in order to determine whether or not the employee should be retained on a permanent basis in the school system.
- B. The Board shall make available to all non-tenured teachers the criteria utilized for evaluating the teachers' performance.
- C. The Board shall notify all non-tenured teachers of their employment status for the following school year in accordance with law. Teachers shall notify the Board in writing rejecting or accepting the offer in accordance with law.
- D. A non-tenured teacher who is notified of the Board's intention not to continue her/him in employment may, with fifteen (15) days of such notice, make a written request for a statement of reasons concerning such intention.
- E. The Board will present reasons for non-reemployment in writing, if the teacher so requests, within thirty (30) days of the teacher's request.
- F. The teacher may, in writing, request an appearance before the Board. Such request must be made within ten (10) calendar days after receipt of the Board's written statement of reasons and will be scheduled within thirty (30) calendar days from the receipt of the requested statement of reasons. The Board shall issue its written determination within three (3) days of the teacher's appearance before the Board.

ARTICLE XXII TEACHER-ADMINISTRATION LIAISON

- A. Individuals in the bargaining unit in each school will elect a liaison committee to serve for one (1) year to meet upon request with the school principal at least once a month during the school year to review and discuss local school problems and practices. Said committee will consist of not more than one (1) member for every ten (10) teachers or representation from each department in the school building, but shall in no event be less than three (3) members.
- B. The Association's representative shall meet with the superintendent and administrators and supervisors selected upon request once a month during the school year to review and discuss district problems and practices. An agenda for this meeting will be established ten (10) days in advance of the meeting date.

ARTICLE XXIII MISCELLANEOUS PROVISIONS

- A. Any individual contract between the Board and an individual teacher heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- B. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by registered letter at the following addresses:
 - 1. If by the Association, to the Board at:
Roselle Park Board of Education
510 Chestnut Street, Roselle Park, New Jersey 07204
 - 2. If by the Board, to Association at the legal address of its president.

ARTICLE XXIV PROFESSIONAL DEVELOPMENT/EDUCATIONAL IMPROVEMENT

- A. In order to encourage professional staff members to take courses which will improve their effectiveness and their value to the classroom, the Board will pay tuition charges, subject to the following limitations:
 - 1. Pursuant to statute, the courses must be related to the teacher's present or probable assignment and must be approved in advance by the Superintendent.
 - 2. The recipient must have received tenure in Roselle Park before he/she is eligible for reimbursement for courses as hereinafter provided.
 - 3. Teachers requesting approval of college courses for reimbursement must follow the

procedures outlined below:

- a. Pursuant to statute, courses for MA Degree or MA+30 must be in the teacher's present or probable field of teaching.
- b. Courses for MA Degree or MA+30 must be taken at an accredited university, college or program. No more than one third (1/3) of the masters program may be conducted on-line, and at least two thirds (2/3) of the program must be site based. There shall be a list of schools exempt from this requirement kept in the office of the Superintendent and available upon request.
- c. Courses will not be approved in the following categories:
 - (1) MA or MA+30 Degree in administration and supervision.
 - (2) Courses for certification in other areas of teaching that are not required for present teaching assignment.
 - (3) Equivalency courses primarily for salary guide purposes, without teaching improvement in the classroom.
 - (4) No reimbursement shall be made for courses required by the State Department of Education to complete full certification or for recertification.
 - (5) A teacher who expects to be reimbursed must obtain a final grade average of B or better, for each course which reimbursement is sought and shall submit his/her official transcripts, tuition course and receipt of payment to college or university.

4. The Board will reimburse for no more than \$321 per credit, up to a maximum of \$1,928 for the duration of this Agreement. A year will start July 1 of one year to June 30 of the following year. The total amount of funds available shall be capped at \$91,800.00 annually for the duration of this Agreement.

5. Teachers will continue to improve their proficiency and keep abreast of changing technology and trends in education. The district will comply with the state mandated one hundred (100) hours of professional development and will follow the recommended state guidelines accordingly. The district will provide workshops during the in-school year toward meeting the one hundred (100) hour requirement. Required in-serve programs shall be conducted during the in-school teacher work day and work year.

6. Teachers who are required to attend conferences and seminars when schools are not in session shall be compensated their per diem rate of pay (1/200th) of their annual salaries and the Board shall pay the Seminar/Conference fee.

7. Teachers who request permission to attend conferences and seminars when schools are not in session, and whose request is granted by the Superintendent or Designee, shall only be entitled to

have the Board pay for the Seminar/Conference fee.

8. All reimbursements shall be made within thirty (30) days of June 30.

9. No tuition reimbursement will be made to a teacher who has resigned, is planning to retire within the following year, or who will be on leave of absence for any reason.

10. Any teacher who leaves the District's employment, excluding those terminated or non-renewed, shall pay back the tuition reimbursement as follows:

- (1) Within 1 Year of receipt of the reimbursement – 100% payback to the District.
- (2) Within 2 Years of receipt of the reimbursement – 75% payback to the District.
- (3) Within 3 Years of receipt of the reimbursement – 50% payback to the District.
- (4) Within 4 Years of receipt of the reimbursement – 25% payback to the District.

11. Payment will be made on a first-come-first-serve basis in accordance with the procedures established by the Superintendent.

12. The Association President shall receive an accounting of the tuition reimbursements at the end of each tuition reimbursement payment cycle.

B. Professional Conferences, Seminars, and Workshops

Upon prior approval of the superintendent, consistent with board policy, the board shall reimburse teachers for the cost of attending conferences, seminars and workshops, including registration fees, travel by own automobile at the current OMB rate per mile plus tolls, or by public transportation, meals up to seventy-eight (\$78) dollars per day, and lodging up to two hundred and thirty four (\$234) dollars per day. All expenses must be supported by receipts submitted to the board. An employee who has been approved to attend a conference, seminar, or workshop, may request an advance from the board to cover up to seventy-five (75%) percent of anticipated expense. All reimbursements set forth herein shall be made subject to the prevailing law, and the limitations provided therein.

C. New Staff Orientation

Since the orientation of new staff is an integral component of our in-service program, new staff members will be required to participate in New Staff Orientation meetings. These meetings will be held after school and will address topics important to help them adjust to the district. Administration will make every effort not to exceed six (6) meetings, however, if circumstances require, additional meetings may be called.

**ARTICLE XXV
POSTING OF VACANCIES**

- A. During the school year, the Board shall post a notice of all bargaining unit vacancies on the teacher bulletin board in each of the schools.
- B. Between the end of the school year and the beginning of the next school year, the Board shall send a notice of all bargaining unit vacancies to the Association's president and vice-presidents.

Note: Vacancies will be posted on the RP web site.

ARTICLE XXVI DUES DEDUCTION AND AGENCY SHOP

- A. The Board agrees to deduct from the salaries of its employees subject to this Agreement dues for the Association. Such deductions shall be made in compliance with N.J.S.A. (R.S.) 52:14-15.9e, as amended, and in compliance with the Rules and Regulations of the New Jersey State Board of Education.
- B. Dues deduction shall commence for each employee who signs a properly dated authorization form supplied by the Association and verified by the Board Secretary in accordance with the regulations of the New Jersey Department of Education.
- C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish the Board official written notice thirty (30) days prior to the effective date of such change.
- D. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Board Secretary. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e, as amended.
- E. The Board agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Association, and transmit the fee to the majority representative.
- F. The deduction shall commence for each employee who elects not to become a member of the Association during the month following written notice from the Association of the amount of the fair share assessment.

ARTICLE XXVII
RETIREMENT

- A. Teachers, upon retirement from the district with a minimum of fifteen (15) years of service to the district, and in compliance with TPAF requirements, will receive compensation for accumulated sick leave. The schedule for compensation for the duration of this contract will be the same as the minimum per diem rate for a New Jersey certified substitute times the number of unused sick days, not to exceed \$22,000 for 2012-2013, and \$22,440 for 2013-2014 and 2014-2015. Converted personal days shall not be considered sick days for the purposes of reimbursement and shall not accrue toward retirement compensation. Employees hired before July 1, 2003, who have converted personal days eligible for retirement compensation, may be paid for any days accumulated as of June 30, 2003, at their time of retirement.
- B. The employee agrees to give notification of retirement by January 1 of the year of retirement. Exceptions for this notice will be made on a case-by-case basis at the discretion of the superintendent.
- C. Teachers may defer all or part of their payment to the January in the year following their retirement.

SECRETARIES' PROVISIONS

ARTICLE XXVIII GRIEVANCE PROCEDURE

A. **Definition**

The term "grievance" as used herein means a claim by an individual employee or the Association on behalf of an individual employee or group of employees from the interpretation, application, or violation of policies, agreements, and administrative decisions affecting them.

B. **Purpose**

1. The purpose of the grievance procedure is to secure, at the lowest possible level, equitable solutions to alleged violations of this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any secretary having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

C. **Procedure**

Except as is otherwise provided by law, any secretary shall have the right to process a grievance affecting her/him through administrative channels.

A secretary shall have the right to present her/his own appeal or designate a representative of the Association to appear with her/him at any step of the appeal.

1. Any employee who has a grievance shall within thirty (30) calendar days of its occurrence discuss it first with her/his principal (or immediate superior or department head, if applicable) in an attempt to resolve the matter informally at that level.
2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, the employee shall set forth her/his grievance in writing to the principal.
 - a. The principal shall communicate her/his decision to the employee in writing within five (5) school days of receipt of the written grievance.
3. If the employee wishes to pursue the matter within five (5) days from notification of the principal, the employee shall submit her/his grievance to the superintendent of schools in writing specifying:
 - a. the nature of the grievance;
 - b. the results of previous discussions;
 - c. the basis of her/his dissatisfaction with the determination.

4. A copy of the writing called for in Paragraph 3 above is submitted to the school principal and to the immediate superior of the aggrieved employee.
5. Within ten (10) days from the receipt of the written grievance, the superintendent shall hold a hearing at which all parties in interest shall have the right to be heard.
6. Within ten (10) school days of the said hearing, the superintendent shall, in writing, advise the employee and her/his representative, if there be one, of this determination and shall forward a copy of said determination to the school principal and to the immediate superior of the aggrieved employee.
7. In the event of the failure of the superintendent to act in accordance with the provisions of Paragraphs 5 and 6, or in the event a determination by him in accordance with the provisions thereof is deemed unsatisfactory by either party, the dissatisfied party, within ten (10) school days of the determination by him, may appeal to the Board.
8. Where an appeal is taken to the Board there shall be submitted by the appellant the following: the writing set forth in Paragraph 3 and 6, and a further statement in writing setting forth the appellant's dissatisfaction with the superintendent's action. A copy of said statement will be submitted to the superintendent and other adverse party.
9. The Board will conduct a meeting on the grievance within thirty (30) calendar days after receipt of the appeal from the grievant and will render its decision within fifteen (15) calendar days after such a meeting on the grievance. The grievant may have a representative with her/him at the meeting on the grievance and such conference shall be limited to a review of the data and other materials and arguments made at the preceding steps of the Grievance Procedure. The grievant and/or her/his representative may make a statement to the Board. However, no witnesses or new materials or testimony may be introduced at the conference.
10. Grievances that relate to contractual clauses covering terms and conditions of employment, which are not resolved to the satisfaction of the employee or the Association after review by the Board, may, at the discretion of the employee or the Association, be submitted to binding arbitration; except that disputes concerning terms and conditions of employment which are specifically delegated to an administrative agency or court by statute, court decision, or state or federal regulations may not be submitted beyond the Board level. All other grievances, which are not related to the contract, will terminate at the Board level of the procedure.
11. The aggrieved employee has ten (10) working days after the Board's decision in which to request arbitration pursuant to the rules and regulations established by the Public Employment Relations Commission. Failure to file within said time shall constitute a bar to such arbitration, unless the aggrieved employee and the Board shall mutually agree upon a longer period of time which to assert such a demand.

12. In the event the aggrieved employee elects thereafter to pursue a review by the County Superintendent, Commission of Education, or other agency as provided by State Statute, the arbitration hearing shall be canceled and the matter withdrawn. The Association shall pay whatever cost may have been incurred in processing the arbitration case. In pursuing a case to arbitration, the aggrieved employee and the Association waive any other legal remedy which they may have.
13. The arbitrator's decision shall be in writing and shall set forth her/his reasons and conclusions on the issue or issues submitted. The arbitrator's decision shall be submitted to the Board and the Association and shall be final and binding upon the parties.
14.
 - a. The parties direct the arbitrator to decide, as a preliminary question, whether the employee has jurisdiction, under the provisions of Article VIII, to hear and decide the matter in dispute.
 - b. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and laws of the State of New Jersey, and be restricted to the application of the facts presented to her/him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto.
15. In the event of arbitration, the cost of the arbitrator's services shall be shared equally by the Board and the aggrieved employee, or if represented by the Association, by the Board and the Association. All other expenses incurred in connection with the arbitration shall be paid by the party incurring same.
16. Since it is important the grievance be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum, and every effort shall be made to expedite the process. The time limit specified may, however, be extended by mutual consent.
17. In the event the grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, it shall be processed at least through steps #1 and #2. Further processing shall be suspended the last day of school year and commenced on the first day of the following school year.
18. Pending determination of a grievance or in any dispute between secretaries and the board, the grievant and all secretaries shall continue to perform their duties under the direction of the superintendent until the grievance is settled and decided.

**ARTICLE XXIX
BOARD RIGHTS AND RESPONSIBILITIES**

- A. The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement or which may hereafter be conferred upon it and vested in it by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:
1. The management and administrative control of the operation of the School District and its properties and facilities and activities of its employees;
 2. To hire all employees and to determine their qualifications and condition for continued employment;
 3. To suspend, demote, discharge or take other disciplinary action for good and just cause;
 4. To determine the methods, means and personnel by which the District operations are conducted;
 5. To determine the content of job qualifications and duties;
 6. To take all necessary actions to carry out its responsibilities in the conduct of regular business.
- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the express terms of this Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and laws of the State of New Jersey and of the United States.
- C. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities and authority under R.S. 18A, School Laws of New Jersey, or any other national, state, county, district, or local laws or regulations.

**ARTICLE XXX
HEALTH INSURANCE**

- A. The Board shall provide health insurance coverage to all eligible secretaries and their dependents through the plans available as of July 1, 2012.

Eligible secretaries shall contribute the amount established pursuant to law towards premiums. The minimum contribution shall be as set forth by P.L. 2011, Chapter 78. Should P.L. 2011, Chapter 78 be repealed during the term of the Agreement, secretaries shall contribute \$100 per year towards health insurance.

Secretaries who provide proof of alternative health insurance coverage may waive coverage with the Board in exchange for a waiver payment. The amount of the waiver payment shall be as follows:

- (i) If less than 20% of secretaries waive, the payment shall be 25% or \$3,500, whichever is greater, of the amount saved by the Board, or a lesser amount if set by law;
- (ii) If between 20% and 25% of secretaries waive, the payment shall be 25% or \$4,000, whichever is greater, of the amount saved by the Board, or a lesser amount if set by law;
- (iii) If between 25% and 30% of secretaries waive, the payment shall be 25% or \$4,500, whichever is greater, of the amount saved by the Board, or a lesser amount if set by law;
- (iv) If more than 30% of secretaries waive, the payment shall be 25% or \$5,000, whichever is greater, of the amount saved by the Board, or a lesser amount if set by law;

The percentage of secretaries who waive shall be measured on September 1 of each year.

If a secretary chooses to waive only a portion of his or her coverage, *i.e.* waives medical insurance coverage and selects dental coverage, the secretary shall be required to contribute the greater amount set by statute, code or regulation or 1.5% of his or her base salary towards the cost of such coverage. If the amount of the secretary's 1.5% contribution exceeds the total cost of the selected coverage, *i.e.* the total cost of such dental coverage, the secretary's annual contribution shall be reduced and the secretary shall only contribute an amount equal to the cost of the selected coverage, unless otherwise dictated and/or prohibited by law.

Secretaries who waive health benefits, and subsequently incur one of the life events as described by the New Jersey Department of Banking and Insurance (Birth, Death Marriage, Divorce or loss of coverage by a spouse) shall be entitled to immediate reenrollment in health insurance. Any waiver monies paid shall be reimbursed on a pro-rated basis.

Where the Board employs two married employees, one of the two must choose either Family or Husband/Wife Coverage. The other employee shall not be permitted to receive a waiver payment or health benefit coverage. Two employees who were married and employed by the Board prior to July 1 2012, shall be exempt from this provision.

- B. The Deductible for the Traditional Indemnity Plan shall be increased to \$200.00 annually for single coverage, and to \$400.00 annually for family coverage.
- C. The POS office Co-Pay shall be increased to \$15.00.
- D. All new hires shall only be eligible to receive the POS insurance plan during their first three years of employment by the Board. Thereafter, the employee may choose from any plan offered by the District.

E. Dental Plan

Either party, prior to January 1st of each year, may request a change in the present dental insurance coverage. The party requesting the change must submit to the other party all the necessary facts and figures to determine the costs and benefits of the newly proposed dental insurance coverage plan. The parties may mutually agree to change the dental insurance coverage plan or benefits. If the parties cannot agree on the proposed dental insurance coverage plan, the present dental insurance coverage plan shall remain in effect.

F. If available, the Board shall provide each secretary with a written description of the insurance coverage at the beginning of the school year and replacements as requested.

G. The Board shall have the right to change insurance carriers as long as there is no diminution of benefits. Prior to implementing any such change, the Board agrees to notify the Association of said proposed change. The Association shall be permitted to make suggestions regarding said proposed change.

H. The Board shall implement a Section 125 Plan.

**ARTICLE XXXI
TEMPORARY LEAVES OF ABSENCE**

A. Illness

1. Each twelve (12) month employee shall be allowed sick leave with full pay for twelve (12) days in any one (1) school year. Each ten (10) month employee, employed on or before June 30, 2012, shall be allowed sick leave with full pay for eleven (11) days in any one (1) school year. Each ten (10) month employee, employed on or after July 1, 2012, shall be allowed sick leave with full pay for ten (10) days in any one (1) school year. All unused sick leave shall be accumulated to be used for additional sick leave as needed in subsequent years. Employees whose first day of employment is between July 1, 2012 and June 30, 2013, shall be exempt from this provision for the period July 1, 2012 to June 30, 2013.

2. A doctor's certificate shall be required for any illness of three (3) or more successive days for which accumulated leave is used, and may be required by the superintendent for any illness.

B. Extended Illness

In the event of extended illness, the Board of Education, on the recommendation of the superintendent, may give special consideration and make whatever adjustment appears desirable.

C. Bereavement Leave

Notification of the need for bereavement leave must be given to the immediate supervisor or

designee prior to the leave being taken. Employees will have up to five (5) days for immediate family bereavement, up to three (3) days for other relatives not defined by immediate family and one (1) day for any other death. Immediate family is interpreted to mean spouse, parents, grandparent, parents-in-law, sibling, child, grandchild, significant other or other relative residing in the employee's household.

D. Personal Business

1. Every year, each employee may be granted three (3) days of leave for personal business, subject to written request three (3) days in advance, except in unusual situations, and approved by the superintendent of schools. Such leave may not be requested on the days immediately before or immediately after a holiday, school vacation, or teacher workshop unless the leave is for religious observance, or in the event of any unusual situation.

The Board of Education, on the recommendation of the superintendent, may give special consideration and make whatever adjustment seems desirable. Documentary evidence of the reason for such absence immediately before or immediately after a holiday or school vacation shall be submitted when requested by the superintendent of schools or the superintendent's designee.

2. "Personal business" is interpreted as religious holiday and other personal matters of such emergency nature as cannot be accomplished outside of school hours.
3. Leave without pay will be granted for religious observance if all available personal business leave time has been used.
4. On June 30 of each year, unused personal days will be converted to sick leave days commencing with the following school year. A separate accounting of these days will be maintained and they will be accumulated. An employee must exhaust accumulated regular sick leave days before drawing upon converted personal days.

E. Special Cases

In the event of any unusual situation, the Board of Education, on the recommendation of the superintendent, may give special consideration and make whatever adjustment seems desirable.

F. Deductions

In the event an employee is absent beyond the leave granted above, deductions shall be made as follows:

1. Service personnel employed on a ten (10) month basis: For each day's absence, a deduction of 1/200th of the annual salary shall be made.
2. Service personnel employed on a twelve (12) month basis: For each day's absence, a deduction of 1/220th of the annual salary shall be made.

ARTICLE XXXII
WORK YEAR/WORK SCHEDULE

- A. A work year for a 10 month secretary shall be from September 1, to June 30.
- B. A work year for a 12 month secretary shall be from July 1, to June 30.
- C. A normal work week for secretaries shall consist of five (5) working days, namely Monday through Friday.
- D. The normal work week will be thirty-five (35) hours with a one (1) hour lunch. During the summer months of July and August secretaries will have the option of taking a one-half (½) hour lunch and leaving one-half (½) hour early. Secretaries will be required to work on legal holidays when school is in session, or when staff workshops are held during the school year. In any other situation when called in on a legal holiday, they will receive an equal amount of time off or compensation at a rate of one and one-half (1½) times their hourly rate.
- E. The hourly rate will be computed by dividing their base salary by 1/200th for 10 month secretaries and 1/220th for 12 month secretaries.
- F. Starting time for all secretaries will be determined by his/her immediate supervisor.
- G. In an office where there is more than one (1) twelve (12) month employee, time off shall be allotted according to the mutual needs of the school district and the employee.
- H. Vacations
 - 1. Twelve-Month Entitlement
 - a. Vacation entitlement shall be determined by a common anniversary date of July 1.
 - b. Entitlement for their first year of employment shall be pro-rated based on the number of full months worked prior to July 1. New secretaries shall accrue one day of vacation for each full month worked prior to July 1, not to exceed ten (10) days by the first July 1 anniversary date.
 - c. Secretaries reaching their fifth (5) anniversary date (July 1) shall be eligible for fifteen (15) days vacation.
 - d. Secretaries reaching their eleventh (11) anniversary date (July 1) shall be eligible for sixteen (16) days vacation. For each successive anniversary date from the 11th to the 14th, the secretary shall be entitled to one additional day's vacation for each year worked, so that on the 15th anniversary date of July 1, the secretary shall be entitled to a maximum of twenty (20) days vacation.
 - e. Secretaries reaching their 20th anniversary date (July 1) shall be eligible for 25 days vacation.
 - f. Vacation entitlement shall be based upon total service in Roselle Park.
 - g. All employees hired prior to January 1, 1994, shall be grandfathered as to the above provision.

- h. Vacations may not be taken more than 2 weeks at a time without prior approval of the immediate supervisor.

2. Other Provisions

- a. Twelve-month secretaries shall typically schedule vacations during the months of July and August, with the exception of the week prior to school opening unless previously approved by the superintendent. However, secretaries and their supervisors may, by mutual agreement, arrange for vacations at times other than July and August. Final approval for such arrangement must come from the superintendent.
- b. If, due to extraordinary circumstances, some portion of a secretary's vacation entitlement is not taken within the school year, the secretary may request, in writing, permission from the superintendent to take the unused vacation entitlement by January 1 of the next school year. All unused vacation must be taken by January 1.

**ARTICLE – XXXIII
EVALUATION**

- A. All non-tenured employees shall be evaluated by the supervisory personnel at least twice a year. The evaluation shall be reviewed with each employee and a copy placed in the employee's file with the superintendent. The first evaluation shall be completed by December 1.
- B. Tenured employees shall be evaluated at least once a year as above.
- C. The Board of Education reserves the right to withhold increases or portions of increases of salary to be provided. Meritorious services may be recognized by partial or total additional salary increases in any one year.

**ARTICLE – XXXIV
RETIREMENT**

- A. Secretaries, upon retirement from the district with a minimum of fifteen (15) years of service to the district, and in compliance with PERS requirements, will receive compensation for accumulated regular sick leave. The schedule for compensation for the duration of this contract will be:

\$45 per day- \$11,000 maximum allowed

Converted personal days shall not be considered sick days for the purposes of reimbursement and shall not accrue toward retirement compensation. Employees hired before July 1, 2003, who have converted personal days eligible for retirement compensation, may be paid for any days accumulated as of June 30, 2003, at their time of retirement.

- B. The employee agrees to give notification of retirement by January 1st of the year of retirement. Exceptions will be made on a case-by-case basis at the discretion of the superintendent.

ARTICLE - XXXV
PROFESSIONAL DEVELOPMENT

- A. Secretaries may apply for tuition reimbursement for courses under the following circumstances:
1. The courses are subject to advance approval by the superintendent.
 2. The courses must be directly connected to the secretary's present assignment.
 3. The secretary must furnish proof to the superintendent of satisfactory completion of the course(s) and the proof of payment to qualify for reimbursement.
 4. The maximum amount for which a secretary may be reimbursed shall be \$550.00 for 2012-2013 and \$561 for 2013-2015.

PARAPROFESSIONALS' PROVISIONS

ARTICLE - XXXVI

- A.
1. The following Articles in the secretaries' provisions shall also apply to paraprofessionals: Articles XXVIII (Grievance Procedure) and XXXI (Temporary Leaves of Absence).
 2. Paraprofessionals working 25 hours per week shall be entitled to insurance and shall make contributions under Article XXX.
 3. The Association agrees that any Paraprofessional who has waived insurance coverage for the additional \$2 per hour salary as of June 30, 2006 may continue this practice. It shall not be available to any other employee.
 4. The Board agrees to establish a Section 125 IRS Plan document for the waiver of benefits in effect.
 5. The term "Paras" whenever used shall refer to paraprofessionals.
- B.
1. The work year for Paras shall be 184 days, (183 student contact days, plus one welcome back day).
 2. Paras shall work on all days of early dismissal and follow teachers' schedules. On days of early dismissal for in-service, Back-to-School night and parent teacher conferences, Paras will work their regular hours by attending relevant in-service programs, completing work assigned by their administrator, or attend the evening program. In the event Paras attend the evening program, said Paraprofessionals shall sign out at the time designated by the administration.
 3. On days of early dismissal, District Paras will complete their regular hours, unless otherwise directed by their administrators.
- C.
- Paraprofessionals shall be paid in twenty (20) equal installments during the work year. Each installment shall be calculated as follows: (Hourly Rate x Hours per day x 184 days / 20 = Installment.)
- If a paraprofessional leaves the District prior to the end of his/her work year and if the salary payments under the above formula result in an under-payment or over-payment of his/her salary compared to the actual hours worked prior to leaving, then an adjustment shall be made to his/her final paycheck.
- Paraprofessionals who are required to do language translation shall receive the same stipend as Article X, L.4.
- D.
- Paraprofessionals employed as substitutes shall be paid twenty dollars (\$20) per day or four dollars (\$4) per class in addition to their regular salary.
- E.
- Any Paraprofessional who has the responsibility of diapering and/or toileting students, shall be compensated an additional \$1.00 per hour. No Para shall be required to diaper or assist students in grades 3-12 without another adult present.

SCHEDULE A-1

Roselle Park Education Association Teacher Salary Guides 2012-2015

BASE YEAR				YEAR 1				YEAR 2				YEAR 3			
2011-2012				2012-13				2013-2014				2014-2015			
												Step	BA	MA	MA+30
												1	53,599	57,850	62,560
				Step	BA	MA	MA+30					1	53,001	57,222	61,962
Step	BA	MA	MA+30	1	52,501	56,722	61,462	2	53,212	57,433	62,173	3	54,021	58,272	62,982
1	52,001	56,222	60,962	2	52,712	56,933	61,673	3	53,423	57,655	62,384	4	54,232	58,483	63,193
2	52,212	56,433	61,173	3	52,923	57,355	61,884	4	53,634	57,865	62,595	5	54,916	59,307	64,099
3	52,423	56,644	61,384	4	53,134	57,385	62,095	5	54,318	58,709	63,501	6	55,645	60,219	65,023
4 to 7	52,634	56,855	61,595	5 to 8	53,818	58,209	63,001	6 to 9	55,047	59,621	64,425	7 to 10	56,363	61,128	66,027
8	53,673	58,064	62,856	9	54,892	59,466	64,270	10	56,163	60,928	65,827	11	57,526	62,487	67,444
9	54,747	59,321	64,165	10	56,008	60,773	65,672	11	57,326	62,287	67,244	12	58,706	63,870	68,883
10	55,863	60,628	65,527	11	57,171	62,132	67,089	12	58,506	63,670	68,683	13	59,817	65,504	70,384
11	57,026	61,987	66,944	12	58,351	63,515	68,528	13	59,617	65,304	70,184	14	61,330	67,943	71,983
12	58,206	63,370	68,383	13	59,462	65,149	70,029	14	61,130	67,743	71,783	15	62,925	70,387	74,157
13	59,317	65,004	69,884	14	60,975	67,588	71,628	15	62,725	70,187	73,957	16	64,590	72,893	76,360
14	60,830	67,443	71,483	15	62,570	70,032	73,802	16	64,390	72,693	76,160				
15	62,425	69,887	73,657	16	64,235	72,536	76,005					W	65,361	73,664	77,131
16	64,090	72,393	75,860					V	65,195	73,498	76,965	V	66,166	74,469	77,936
				U	65,090	73,393	76,860	U	66,050	74,353	77,820	U	67,021	75,324	78,791
T	64,140	72,443	75,910	T	65,140	73,443	76,910	T	66,100	74,403	77,870	T	67,071	75,374	78,841
S	64,520	72,823	76,290	S	65,520	73,823	77,290	S	66,480	74,783	78,250	S	67,451	75,754	79,221
R	65,150	73,453	76,920	R	66,150	74,453	77,920	R	67,110	75,413	78,880	R	68,081	76,384	79,851
Q	65,729	74,634	77,503	Q	66,729	75,634	78,503	Q	67,689	76,594	79,463	Q	68,660	77,565	80,434
P	66,663	76,367	79,012	P	67,663	77,367	80,012	P	68,623	78,327	80,972	P	69,594	79,298	81,943
O	67,996	77,980	80,363	O	68,996	78,980	81,363	O	69,956	79,940	82,323	O	70,927	80,911	83,294
N	68,785	78,305	80,944	N	69,785	79,305	81,944	N	70,745	80,265	82,904	N	71,716	81,236	83,875
M	69,176	79,331	81,785	M	70,176	80,331	82,785	M	71,136	81,291	83,745	M	72,107	82,262	84,716
L	70,313	80,552	82,691	L	71,313	81,552	83,691	L	72,273	82,512	84,651	L	73,244	83,483	85,622
K	71,537	82,137	84,591	K	72,537	83,137	85,591	K	73,497	84,097	86,551	K	74,468	85,068	87,522
J	72,874	83,954	87,697	J	73,874	84,954	88,697	J	74,834	85,914	89,657	J	75,805	86,885	90,628
I	74,351	86,013	90,285	I	75,351	87,013	91,285	I	76,311	87,973	92,245	I	77,282	88,944	93,216
H	75,831	88,076	92,786	H	76,086	88,331	93,041	H	76,356	88,601	93,311	H	76,556	88,801	93,511
G	77,560	89,571	96,507	G	77,815	89,826	96,762	G	78,085	90,096	96,762	G	78,285	90,296	96,962
F	80,297	92,289	99,058	F	80,567	92,559	99,328	F	80,567	92,829	99,598	F	80,767	93,029	99,798
E	84,358	95,156	103,246	E	84,613	95,411	103,501	E	84,613	95,681	103,771	E	84,813	95,881	103,971
D	88,322	98,206	108,375	D	88,587	98,461	108,630	D	88,857	98,731	108,900	D	89,057	98,931	109,100

SCHEDULE A-2

Roselle Park Education Association Secretary Salary Guides 2012-2015												
YEAR 1				YEAR 2				YEAR 3				
2012-2013				2013-2014				2014-2015				

SCHEDULE B

YEAR 1: 2012-2013

	Steps						
Type	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
Football Head	7,470	7,781	8,105	8,441	8,794	9,058	9,329
Football Asst (5)	4,811	5,010	5,219	5,577	6,292	6,481	6,673
Cross Country Head	3,985	4,150	4,324	4,504	4,639	4,779	4,921
Field Hockey Head	5,694	5,930	6,177	6,435	6,628	6,828	7,032
Field Hockey Asst	3,985	4,150	4,324	4,504	4,639	4,779	4,921
Soccer Head	5,694	5,930	6,177	6,435	6,628	6,828	7,032
Soccer Asst	3,985	4,150	4,324	4,504	4,639	4,779	4,921
Soccer MS Boys/Girls	3,511	3,657	3,810	3,968	4,086	4,210	4,335
Basketball Girls Head	7,022	7,315	7,618	7,936	8,174	8,420	8,673
Basketball Girls Asst	4,744	4,943	5,147	5,361	5,522	5,688	5,858
Basketball Girls MS	3,827	3,987	4,153	4,326	4,456	4,590	4,726
Basketball Boys Head	7,022	7,315	7,618	7,936	8,174	8,420	8,673
Basketball Boys Asst	4,744	4,943	5,147	5,361	5,522	5,688	5,858
Basketball MS Boys	3,827	3,987	4,153	4,326	4,456	4,590	4,726
Wrestling Head	7,022	7,315	7,618	7,936	8,174	8,420	8,673
Wrestling Asst	4,744	4,943	5,147	5,361	5,522	5,688	5,858
Wrestling MS Head	3,827	3,987	4,153	4,326	4,456	4,590	4,726
Wrestling MS Asst	2,910	3,031	3,157	3,289	3,387	3,490	3,593
Winter Track Head	4,997	5,204	5,421	5,647	5,817	5,991	6,171
Baseball Head	5,694	5,930	6,177	6,435	6,628	6,828	7,032
Baseball Asst	3,985	4,150	4,324	4,504	4,639	4,779	4,921
Softball Head	5,694	5,930	6,177	6,435	6,628	6,828	7,032
Softball Asst	3,985	4,150	4,324	4,504	4,639	4,779	4,921
Softball MS Head	3,511	3,657	3,810	3,968	4,086	4,210	4,335
Track Head	5,694	5,930	6,177	6,435	6,628	6,828	7,032
Track Asst	3,985	4,150	4,324	4,504	4,639	4,779	4,921
Track MS Head	3,511	3,657	3,810	3,968	4,086	4,210	4,335
Track MS Asst	2,656	2,768	2,882	3,003	3,092	3,185	3,282
Golf Head	3,100	3,228	3,363	3,503	3,608	3,716	3,827
Bowling Head	3,100	3,228	3,363	3,503	3,608	3,716	3,827
Tennis Girls Head	4,238	4,415	4,598	4,790	4,933	5,081	5,235
Tennis Asst	2,656	2,768	2,882	3,003	3,092	3,185	3,282
Tennis Boys Head	4,238	4,415	4,598	4,790	4,933	5,081	5,235
Trainer Fall	7,469	7,781	8,105	8,442	8,794	9,059	9,329
Trainer Winter	7,021	7,315	7,618	7,936	8,175	8,420	8,672
Trainer Spring	4,238	4,415	4,598	4,790	4,933	5,081	5,235
Weight Lifting	3,038	3,163	3,295	3,432	3,536	3,641	3,750

*******2 YEARS PER STEP*******

YEAR 2: 2013-2014

	Steps						
Type	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
Football Head	7,619	7,937	8,267	8,610	8,970	9,239	9,516
Football Asst (5)	4,907	5,110	5,323	5,689	6,418	6,611	6,806
Cross Country Head	4,065	4,233	4,410	4,594	4,732	4,875	5,019
Field Hockey Head	5,808	6,049	6,301	6,564	6,761	6,965	7,173
Field Hockey Asst	4,065	4,233	4,410	4,594	4,732	4,875	5,019
Soccer Head	5,808	6,049	6,301	6,564	6,761	6,965	7,173
Soccer Asst	4,065	4,233	4,410	4,594	4,732	4,875	5,019
Soccer MS Boys/Girls	3,581	3,730	3,886	4,047	4,168	4,294	4,422
Basketball Girls Head	7,162	7,461	7,770	8,095	8,337	8,588	8,846
Basketball Girls Asst	4,839	5,042	5,250	5,468	5,632	5,802	5,975
Basketball Girls MS	3,904	4,067	4,236	4,413	4,545	4,682	4,821
Basketball Boys Head	7,162	7,461	7,770	8,095	8,337	8,588	8,846
Basketball Boys Asst	4,839	5,042	5,250	5,468	5,632	5,802	5,975
Basketball MS Boys	3,904	4,067	4,236	4,413	4,545	4,682	4,821
Wrestling Head	7,162	7,461	7,770	8,095	8,337	8,588	8,846
Wrestling Asst	4,839	5,042	5,250	5,468	5,632	5,802	5,975
Wrestling MS Head	3,904	4,067	4,236	4,413	4,545	4,682	4,821
Wrestling MS Asst	2,968	3,092	3,220	3,355	3,455	3,560	3,665
Winter Track Head	5,097	5,308	5,529	5,760	5,933	6,111	6,294
Baseball Head	5,808	6,049	6,301	6,564	6,761	6,965	7,173
Baseball Asst	4,065	4,233	4,410	4,594	4,732	4,875	5,019
Softball Head	5,808	6,049	6,301	6,564	6,761	6,965	7,173
Softball Asst	4,065	4,233	4,410	4,594	4,732	4,875	5,019
Softball MS Head	3,581	3,730	3,886	4,047	4,168	4,294	4,422
Track Head	5,808	6,049	6,301	6,564	6,761	6,965	7,173
Track Asst	4,065	4,233	4,410	4,594	4,732	4,875	5,019
Track MS Head	3,581	3,730	3,886	4,047	4,168	4,294	4,422
Track MS Asst	2,709	2,823	2,940	3,063	3,154	3,249	3,348
Golf Head	3,162	3,293	3,430	3,573	3,680	3,790	3,904
Bowling Head	3,162	3,293	3,430	3,573	3,680	3,790	3,904
Tennis Girls Head	4,323	4,503	4,690	4,886	5,032	5,183	5,340
Tennis Asst	2,709	2,823	2,940	3,063	3,154	3,249	3,348
Tennis Boys Head	4,323	4,503	4,690	4,886	5,032	5,183	5,340
Trainer Fall	7,618	7,937	8,267	8,611	8,970	9,240	9,516
Trainer Winter	7,161	7,461	7,770	8,095	8,339	8,588	8,845
Trainer Spring	4,323	4,503	4,690	4,886	5,032	5,183	5,340
Weight Lifting	3,099	3,226	3,361	3,501	3,607	3,714	3,825

*******2 YEARS PER STEP*******

YEAR 3: 2014-2015

Type	Steps						
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
Football Head	7,772	8,095	8,432	8,782	9,149	9,424	9,706
Football Asst (5)	5,005	5,212	5,430	5,802	6,546	6,743	6,943
Cross Country Head	4,146	4,318	4,499	4,686	4,826	4,972	5,120
Field Hockey Head	5,924	6,170	6,427	6,695	6,896	7,104	7,316
Field Hockey Asst	4,146	4,318	4,499	4,686	4,826	4,972	5,120
Soccer Head	5,924	6,170	6,427	6,695	6,896	7,104	7,316
Soccer Asst	4,146	4,318	4,499	4,686	4,826	4,972	5,120
Soccer MS Boys/Girls	3,653	3,805	3,964	4,128	4,251	4,380	4,510
Basketball Girls Head	7,306	7,611	7,926	8,257	8,504	8,760	9,023
Basketball Girls Asst	4,936	5,143	5,355	5,578	5,745	5,918	6,095
Basketball Girls MS	3,982	4,148	4,321	4,501	4,636	4,775	4,917
Basketball Boys Head	7,306	7,611	7,926	8,257	8,504	8,760	9,023
Basketball Boys Asst	4,936	5,143	5,355	5,578	5,745	5,918	6,095
Basketball MS Boys	3,982	4,148	4,321	4,501	4,636	4,775	4,917
Wrestling Head	7,306	7,611	7,926	8,257	8,504	8,760	9,023
Wrestling Asst	4,936	5,143	5,355	5,578	5,745	5,918	6,095
Wrestling MS Head	3,982	4,148	4,321	4,501	4,636	4,775	4,917
Wrestling MS Asst	3,028	3,153	3,285	3,422	3,524	3,631	3,738
Winter Track Head	5,199	5,414	5,640	5,875	6,052	6,233	6,420
Baseball Head	5,924	6,170	6,427	6,695	6,896	7,104	7,316
Baseball Asst	4,146	4,318	4,499	4,686	4,826	4,972	5,120
Softball Head	5,924	6,170	6,427	6,695	6,896	7,104	7,316
Softball Asst	4,146	4,318	4,499	4,686	4,826	4,972	5,120
Softball MS Head	3,653	3,805	3,964	4,128	4,251	4,380	4,510
Track Head	5,924	6,170	6,427	6,695	6,896	7,104	7,316
Track Asst	4,146	4,318	4,499	4,686	4,826	4,972	5,120
Track MS Head	3,653	3,805	3,964	4,128	4,251	4,380	4,510
Track MS Asst	2,763	2,880	2,998	3,124	3,217	3,314	3,415
Golf Head	3,225	3,358	3,499	3,645	3,754	3,866	3,982
Bowling Head	3,225	3,358	3,499	3,645	3,754	3,866	3,982
Tennis Girls Head	4,409	4,593	4,784	4,984	5,132	5,286	5,446
Tennis Asst	2,763	2,880	2,998	3,124	3,217	3,314	3,415
Tennis Boys Head	4,409	4,593	4,784	4,984	5,132	5,286	5,446
Trainer Fall	7,771	8,095	8,432	8,783	9,149	9,425	9,706
Trainer Winter	7,305	7,611	7,926	8,257	8,505	8,760	9,022
Trainer Spring	4,409	4,593	4,784	4,984	5,132	5,286	5,446
Weight Lifting	3,161	3,291	3,428	3,571	3,679	3,788	3,902

*******2 YEARS PER STEP*******

SCHEDULE C

Roselle Park Education Association: 2012-2015 STIPENDS FOR EXTRA CURRICULAR ACTIVITIES HIGH SCHOOL

Type	Year 1: 12-13		Year 2: 13-14		Year 3: 14-15	
	<u>A</u>	<u>B</u>	<u>A</u>	<u>B</u>	<u>A</u>	<u>B</u>
Forensics	1,885	1,983	1,923	2,023	1,961	2,063
Newspaper	2,616	2,750	2,668	2,805	2,722	2,861
Student Council	3,031	3,186	3,092	3,250	3,153	3,315
Yearbook	3,938	4,141	4,016	4,223	4,097	4,308
Yearbook Proofreader	1,313	1,380	1,339	1,408	1,366	1,436
Cheerleader - Head	5,352	5,627	5,459	5,740	5,568	5,854
Cheerleader - Asst.	4,471	4,702	4,560	4,796	4,652	4,892
Musical – Dir.	4,283	4,505	4,369	4,595	4,456	4,687
Musical – Set Dir.	4,051	4,259	4,132	4,344	4,215	4,431
Musical - Vocal Dir.	3,872	4,070	3,949	4,151	4,028	4,234
Orchestra Dir.	3,872	4,070	3,949	4,151	4,028	4,234
Musical – Technical Director	3,661	3,850	3,734	3,927	3,809	4,006
Musical – Choreographer	3,645	3,833	3,718	3,910	3,792	3,988
Senior Class Advisor	1,845	1,942	1,882	1,981	1,920	2,020
Junior Class Advisor	1,845	1,942	1,882	1,981	1,920	2,020
Fresh/Soph Class Advisor	1,385	1,457	1,412	1,486	1,440	1,516
Marching Band Director	7,034	7,395	7,175	7,543	7,318	7,694
Color guard instructor	5,086	5,348	5,188	5,455	5,291	5,564
Assistant Band Director	5,414	5,692	5,522	5,806	5,633	5,922
Winter Guard Advisor	5,250	5,521	5,355	5,631	5,462	5,744
Jazz Band	1,714	1,803	1,748	1,839	1,783	1,876
AVA/Multimedia/Communic.	2,399	2,523	2,447	2,573	2,496	2,625
Intramurals HS	933	984	952	1,004	971	1,024
Honor Society	1,675	1,761	1,709	1,796	1,743	1,832
Peer Leadership Coordinator	2,850	2,998	2,907	3,058	2,965	3,119
Peer Leadership Coord. Asst.	1,542	1,622	1,573	1,654	1,604	1,688
Activities Chaperones	403	423	411	431	419	440

Approved Club Advisors	1,385	1,457	1,413	1,486	1,441	1,516
Stage Manager HS	2,693	2,834	2,747	2,891	2,802	2,948
Newspaper Printing	2,290	2,407	2,336	2,455	2,383	2,504
RPTV Dir/CATV-34 Dir/RPTV Tech Mgr/CATV- 34 Coord.	9,781	10,285	9,977	10,491	10,176	10,701

MIDDLE SCHOOL

Type	Year 1: 12-13		Year 2: 13-14		Year 3: 14-15	
	<u>A</u>	<u>B</u>	<u>A</u>	<u>B</u>	<u>A</u>	<u>B</u>
Newspaper	1,947	2,047	1,986	2,088	2,026	2,130
Student Council	1,550	1,630	1,581	1,663	1,613	1,696
Cheering	1,961	2,063	2,000	2,104	2,040	2,146
AVA/Multimedia/Communic	2,297	2,415	2,343	2,463	2,390	2,513
Intramurals 6&7	1,106	1,162	1,128	1,185	1,151	1,209
Intramurals 8	1,021	1,071	1,041	1,092	1,062	1,114
Approved Club Advisors	1,385	1,457	1,413	1,486	1,441	1,516

*******"A" Column = Employees New to Position*******

SCHEDULE D

Roselle Park Education Association:
2012-2015 Salary Guide for Paraprofessionals

ADMINISTRATIVE/CLERICAL PARAS

Step	Year 1: 2012- 2013	Year 2: 2013- 2014	Year 3: 2014- 2015
1	13.04	13.30	13.57
2	13.71	13.99	14.27
3	14.38	14.67	14.96
4	15.05	15.35	15.65
5	15.71	16.03	16.35
6	15.67	15.98	16.30

INSTRUCTIONAL/PARAPROFESSIONAL PARAS

Step	Year 1: 2012- 2013	Year 2: 2013- 2014	Year 3: 2014- 2015
1	13.63	13.90	14.18
2	14.31	14.59	14.88
3	14.99	15.29	15.59
4	15.67	15.98	16.30
5	16.35	16.67	17.01
6	17.04	17.38	17.73

Enterprise Clerk

Step	Year 1: 2012- 2013	Year 2: 2013- 2014	Year 3: 2014- 2015
1	24.53	25.02	25.52

COMPUTER AIDE

Step	Year 1: 2012- 2013	Year 2: 2013- 2014	Year 3: 2014- 2015
1	30,030	30,631	31,244

**ARTICLE XXXVII
DURATION OF AGREEMENT**


This Agreement shall be in full force and effect as of July 1, 2012 through June 30, 2015.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested to by their respective secretaries, and their respective corporate seals affixed hereto, at Roselle Park, New Jersey, on this 12TH day of September, 2013.

ROSELLE PARK BOARD OF EDUCATION

ROSELLE PARK EDUCATION ASSOCIATION

BY: 
CHRISTOPHER MILLER, PRESIDENT

BY: 
KATHLEEN G. MacDONALD, PRESIDENT

ATTEST:

BY: 
SUSAN GUERCIO, SECRETARY

BY: 
SECRETARY

THIS AGREEMENT SUBJECT TO ERRORS AND OMISSION