

**Agreement Between
the
Board of Education of Rutherford
and the
Rutherford Education Association**

2022-2025

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This Agreement entered into on July 1, 2022, effective from the 1st day of July, 2022 by and between the Board of Education of Rutherford, the Borough of Rutherford, New Jersey, hereinafter called the "Board", and the Rutherford Education Association, hereinafter called the "Association".

ARTICLE 1
RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all regularly employed personnel including:

All teachers in any category provided however, that the predominant duties of such teachers are not supervisory in nature. This shall include nurses, librarians, guidance counselors, learning disability teacher-consultants, school social workers, SAC (Student Assistance Counselors), behaviorists, and the school psychologists. In addition to the foregoing, the Association is also recognized as the representative for custodians, maintenance personnel, school secretaries, secretaries in the Board of Education Office, electricians, plumbers, bus drivers, utility people, delivery personnel, clerical assistants, teacher assistants, and bus assistants, but excluding:

Principals, Assistant Principals, Supervisors, Director of Buildings and Grounds, Confidential Administrative Secretary to the Superintendent, Confidential Assistant to the Business Administrator, Confidential Business Analyst, Confidential Administrative Secretary, Confidential Payroll-Bookkeeper, Network Administrators, Network Technician, Confidential Accounts Payable Bookkeeper, Registrar, and Assistant Data Coordinator/Administrative Assistant for Information Technology and any other regularly employed personnel exercising supervisory functions.

ARTICLE 2
NEGOTIATIONS PROCEDURE

- A. The parties agree to enter into collective negotiations pursuant to the provisions of Chapter 303, Public Laws of 1968 and Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of all employees for whom the Rutherford Education Association is authorized to negotiate. Such negotiations shall begin no later than the date established by P.E.R.C. (Chapter 123, Public Laws of 1974). Subject to ratification by a majority vote of the full Board of Education and the Rutherford Education Association, any agreement so negotiated shall apply to all personnel for whom the Rutherford Education Association is authorized to negotiate, be reduced to writing, be signed by the Board and approved by the membership of the Rutherford Education Association.
- B. Whenever tentative agreement is reached upon any provision to become incorporated in a contract, the parties shall endeavor to have said tentative agreement reduced to writing.

ARTICLE 3
REPRESENTATION FEE

A. Purpose of Fee

If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this agreement, said employee will be required to pay a representation fee to the Association for that membership year to offset the costs of services rendered by the Association as majority representative.

B. Amount of Fee

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be equal to the maximum allowed by law.

C. Deduction and Transmission of Fee

1. The Board agrees to deduct from the salary of any employee who is not a member of the Association for the current membership year the full amount of the representation fee set forth in Section B above and promptly will transmit the amount so deducted to the Association.
2. The Board agrees to deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee during the remainder of the membership year in question. The deductions will begin 30 days after the employee begins his or her employment in a bargaining unit position.

D. Termination of Employment

If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question and promptly forward same to the Association. The employee shall give sixty (60) days written notice to both the Board and Association.

E. Mechanics

Except as otherwise provided in this article, the mechanics for the deduction of representation fees and the transmission of such fee to the Association will, as nearly as possible, be the same as those used

for the deduction and transmission of regular membership dues to the Association.

F. Indemnification Clause

The Association shall indemnify and hold the employer harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of, or by reason of, any action taken or not taken by the employer in conformance with this provision.

G. Certification

The Association will certify to the Board prior to the start of each membership year that the amount of the representation fee to be assessed does not exceed 85% of dues, fees and assessments and does not include any amount of dues, fees and assessments that are expended (1) for partisan, political or ideological activities or causes that are only incidentally related to terms and conditions of employment or (2) applied toward the cost of benefits available only to members of the majority representative.

ARTICLE 4
GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A grievance shall be defined as, and limited to an interpretation, application or violation of policies or agreements affecting an employee or a group of employees or by the Rutherford Education Association on their behalf.

In cases involving the withholding of increments pursuant to the provisions of R.S. 18A: 29-14, an individual affected by such action shall have the right to invoke the grievance procedure through the hearing before the Board. From the final determination by the Board the method of review shall be that set forth in R.S. 18A: 29-14.

2. The term "employee" shall mean any individual or group of employees covered by this master contract.
3. The term "representative" shall include any organization, agency, or person authorized or designated by any employee, or any group of employees, or by a public employees association or by the Board to act on its or their behalf and to represent it or them.
4. The term "immediate" superior shall mean the person to whom the aggrieved employee is directly responsible under the Table of Organization (available from building principal) prevailing in this School District.
5. The term "party" means an aggrieved employee, his immediate superior, the school principal, or any staff member below the Superintendent in connection with the procedure herein established.
6. The term "day" shall mean a calendar day.

B. PROCEDURE

1. The aggrieved employee shall institute action under the provisions hereof within fourteen (14) days of the occurrence complained of, or within fourteen (14) days after he/she would reasonably be expected to know of its occurrence. Failure to act within said fourteen (14) day period shall be deemed to constitute an abandonment of the grievance.
2. The employee processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal.
3. In the presentation of a grievance, the employee shall have the right to present his/her own appeal or to designate a representative to appear with him/her at any step in his/her appeal.

4. Whenever the employee appears with a representative, the Board shall have the right to designate a representative to participate at any stage of the grievance procedure.
5. To initiate the grievance procedure, an employee shall file a request to discuss his/her grievance with his/her immediate supervisor within the time period set forth in section 1. Where the immediate superior is below the rank of principal, the principal shall be notified and shall have the right to be present at and to participate in said hearing. The hearing shall be conducted within fourteen (14) days of the filing of the request. A written decision shall be rendered within five (5) days of said hearing.
6. If the grievance is not resolved to the employee's satisfaction, within five (5) days from the determination referred to in Paragraph 5 above, the employee shall submit his/her 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 his/her dissatisfaction with the determination;
 - (d) The remedy being sought must be stated.
7. A copy of the writing called for in Paragraph 6 above, shall be furnished to the school principal and to the immediate superior of the aggrieved employee.
8. Within ten (10) days from the receipt of the written grievance (unless a different period is mutually agreed upon), the Superintendent shall hold a hearing at which all parties in interest shall have the right to be heard.
9. Within ten (10) days of said hearing (unless a different period is mutually agreed upon), the Superintendent shall, in writing, advise the employee and his/her representative, if there be one, of the superintendent's determination and shall forward a copy of said determination to the school principal and to the immediate superior of the aggrieved employee.
10. In the event of the failure of the Superintendent to act in accordance with the provisions of Paragraphs 8 and 9, 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) days of the failure of the Superintendent to act or within ten (10) days of the determination by him/her, may appeal to the Board of Education.

11. Where an appeal is taken to the Board, there shall be submitted by the appellant:
 - (a) The writing set forth in Paragraphs 6 and 9, and a further statement in writing setting forth the appellant's dissatisfaction with the Superintendent's action. A copy of said statement shall be furnished to the Superintendent and to the aggrieved party.
12. The appellant in his/her appeal to the Board shall have the right to appear unless he/she notifies the Board within seven (7) days that he/she does not so desire, in which event the Board may consider the appeal on the written record submitted to it, or the Board may on its own conduct a hearing; or it may request the submission of additional written material. Where additional written materials are requested by the Board, copies thereof, shall be served upon the aggrieved parties who shall have the right to reply thereto. Where the appellant requests in writing a hearing before the Board, a hearing shall be held.
13. The Board shall make a determination within thirty (30) days from the receipt of the grievance and shall in writing notify the employee, his/her representative if there be one, the principal, and the Superintendent of its determination. This time period may be extended by mutual agreement of the parties.
14.
 - a. If not settled at the Board stage, the grievance may, within fifteen (15) days thereafter be submitted by the Rutherford Education Association, to final and binding arbitration before an arbitrator experienced in school matters to be selected by mutual agreement of the parties. In the event such selection is not promptly agreed upon, the rules of the Public Employment Relations Commission shall apply with regard to the selection of an arbitrator and the conduct of the arbitration proceeding.
 - b. The arbitrator's decision shall be in writing and shall set forth his/her findings, reasoning and conclusion(s) on the issue(s) submitted.
 - c. The arbitrator shall not have the authority to add to, modify or change any of the provisions of the written agreement.
 - d. The arbitrator shall not make any decision or award which would be contrary to law or which limits or interferes with the powers, duties and responsibilities of the Board of Education under applicable laws or rules and regulations having the effect of law, unless such powers, duties and responsibilities are limited under this Agreement.

- e. The costs for the services of the arbitrator, including expenses, if any, shall be borne equally by the Association and the Board.
- 15. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be waiver of further appeal of the decision.
- 16. In the event a grievance shall be filed by an employee who is not subject to the jurisdiction of any principal or who may be answerable to more than one principal, he/she shall discuss his/her grievance initially with the Superintendent and if dissatisfied, with the determination, may appeal to the Board in accordance with the provisions herein set forth.
- 17. a. In any case, where a grievance is based upon the direct order, ruling or determination of the Superintendent, the aggrieved employee may appeal directly to the Board within ten (10) days of the issuance of said order, ruling or directive, or within ten (10) days of the time when same have been brought to the employee's attention by filing with the Secretary of the Board, a writing setting forth,
 - (1) The order, ruling or determination complained of;
 - (2) The basis of the complaint;
 - (3) A request for a hearing if a hearing is desired.
- b. A copy of the writings set forth above shall be served upon the Superintendent who shall have the right to reply in writing thereto. A copy of such reply shall be served upon the aggrieved employee.
- 18. Upon receipt of a grievance filed under the provisions of Paragraph 17, the procedure shall be as set forth in Paragraphs 12 and 13.
- 19. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association.
- 20. All meetings and hearings under the procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this ARTICLE.
- 21. All employees shall be entitled to resort to the full procedure hereinabove set forth.
- 22. Whenever any teaching staff member is required to appear before the Board of Education or any committee or member thereof concerning

any matter which could adversely affect the continuation of that teaching staff member in his/her office, position or employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of his/her own choosing present to advise and represent him/her during such meeting or interview. (Chapter 451, Laws of 1968)

C. YEAR END GRIEVANCE

In the event a 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, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, then the time limits set forth herein, could be reduced, upon mutual agreement of all parties, so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

ARTICLE 5
ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association in response to reasonable requests from time to time pertinent information concerning the financial resources of the school district. This is to include one copy of the annual audit and current school budget. At the beginning of each school year, the Association shall be supplied with the names and addresses of all unit members.
- B. Whenever any representative of the Association or any employee under this contract participates during working hours in negotiations, grievance proceedings, conferences, or meetings called by the Board and/or its representative, he/she shall suffer no loss of pay.
- C. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings when school is not in session and facilities are available. The requests for said use shall be approved by the Superintendent. The Association shall have the right to call at least six meetings per year at 3:30 p.m., giving advance notice to the Superintendent.
- D. The Association shall have in each school building a bulletin board in each faculty lounge.
- E. The Board of Education and the REA will establish a liaison committee which will consist of the Superintendent of Schools and the Rutherford Education Association. Said committees will meet twice during each school year. This committee is not intended to replace the grievance procedure.
- F. An Association representative may speak to teachers at any building faculty meeting for a period of up to 10 minutes on request of the representative.

BOARD RIGHTS AND RESPONSIBILITIES

- A. The Board, on its own behalf and on behalf of the citizens of the Borough of Rutherford, New Jersey, hereby retains and reserves unto itself except as specifically limited by this Agreement, 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 hereof 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 N.J.S.A. 18A, Education School Laws of New Jersey and any other national, state or country laws or regulations as they pertain to education.

ARTICLE 6
HEALTH BENEFITS

A. Health Care Benefits

1. The Board shall make available to all eligible employees, employed prior to July 1, 2020, health care insurance coverage provided by the School Employee Health Benefits Plan (SEHBP) under the Direct 15 program.
2. All benefits-eligible employees hired prior to July 1, 2020 shall be eligible to participate in any of the plans offered in the School Employees Health Benefits Program (SEHBP). However, any untenured employee shall pay the difference in premium for the plan selected and the New Jersey Educators Health Plan (NJHEP) by a payroll deduction until such time as the employee acquires tenure or, if the employee is not eligible for tenure, after the time required for certificated staff to achieve tenure under New Jersey law, at which time the employee shall have the option to participate in either the Direct 15 plan or the Direct 10 plan as hereinafter provided. An employee who is enrolled in the NJHEP may thereafter enroll in any plan available under the SEHBP in accordance with the open enrollment period and the rules of the SEHBP.
3. For all employees commencing employment on or after July 1, 2020, but before January 1, 2028, enrollment shall be limited to either the NJHEP or the Garden State Health Plan.
4. For employees hired prior to July 1, 2020, the health benefit contribution for tenured employees and untenured employees who are not eligible for tenure, but who have worked the time required for certificated staff to achieve tenure, who participate in the Direct 15 plan will be made in accordance with Tier 4 of P.L. 2011, c. 78. The Board will offset the employee contribution as per a mutually agreed upon Chapter 78 Relief Guide for Employees with Direct 15 Coverage.
5. For employees hired prior to July 1, 2020, the health benefit contribution for tenured employees and untenured employees who are not eligible for tenure, but who have worked the time required for certificated staff to achieve tenure, who choose to participate in the Direct 10 plan will be made in accordance with Tier 4 of P.L. 2011, c. 78, and shall additionally include the difference in premium for the Direct 10 Plan and the Direct 15 plan.
6. If the Board determines to leave SEHBP, it must provide an equal to or better than level of benefits as those at the time of the decision to leave the Plan from an alternate carrier.
7. Health benefit contribution will be made in accordance with Tier 4 of P.L. 2011 c 78. For participation in Direct 10 or Direct 15 plans in

accordance with PL2020, C44 less 26% for Single plan, less 30% Married & Parent/Child, less 33% for family. For participation in EHP in accordance with PL2020, C44 less 18% for Single plan, less 21% Married & Parent/Child, less 24% for family.

Enrollment may occur during the open enrollment period which shall be effective January 1. An employee can enroll in the health plan immediately if he/she submits proof of a life status change (e.g., unemployment, death or disability of a spouse; divorce or legal separation; activation to full-time military status; or a material change in the status of the spouse's insurance coverage).

B. DENTAL PLAN

1. The Board will pay the full premium for one party coverage for each employee.
2. Dependent coverage (2 party or family) will remain available at a cost to the employee of the balance over and above the single coverage expense.
3. The Board will pay one (1) additional month's premium on the health and three (3) additional months' premiums on the dental plans for each retiree.
4. For retiring employees wishing to continue applicable benefits, the Board of Education shall provide those benefits by complying with the current provisions of COBRA.

ARTICLE 7
LEAVES

All categories of personnel covered by this contract shall be eligible for the following days of leave:

A. SICK LEAVE

1. All persons holding any office, position, or employment in this school district who are steadily employed by the Board of Education shall be allowed sick leave with pay for a minimum of ten school days in any school year for ten month employees; eleven school days for eleven month employees; and twelve school days for twelve month employees. All unused sick leave days are cumulative for future use. Sick leave is prorated to actual months worked.

2. Extended Sick Leave

In the event an employee has used up his/her sick leave and has been out ill for more than ten (10) days, at the request of the employee or the Association, the Superintendent of Schools shall bring such cases to the Board of Education for a decision on whether the Board shall grant extended sick leave. Each case shall be based on the past record of the individual and each case shall be reviewed on its own merits.

In the case of an employee who is out ill for an extended period and is rapidly approaching depletion of his/her accumulated sick days, the Superintendent can bring this to the attention of the Board for possible immediate extension of time for said illness by Board granted sick days and/or side bar agreement.

3. Quarantine/Pandemic

There shall be no deduction of time or salary for absence due to mandated quarantine during a declared state, county, or local health emergency.

4. Unused Sick Leave

Only upon retirement, payment for unused sick days shall be paid according to the following schedule (for the duration of the contract). Schedule B will be followed when:

- an employee plans to retire between July 1 and September 1 AND has given notice to the Board of Education prior to February 1 of that year, or
- an employee plans to retire at any other time of the year AND has given notice to the Board of Education at least 5 months in advance of the retirement date.

In the event that a staff member chooses to retire in lieu of non-renewal or layoff, he/she will be eligible for the Schedule B payout.

Schedule A will be followed for all others

For Certificated Staff:

# of days	Schedule A		Schedule B	
	Rate	Maximum	Rate	Maximum
1-100	\$40	\$ 4,000	\$55	\$ 5,500
101-200	\$45	\$ 4,500	\$60	\$ 6,000
201-300	\$50	\$ 5,000	\$65	\$ 6,500
Maximum Reimbursement:		\$13,500		\$15,000

For Non-Certificated Staff:

# of days	Schedule A		Schedule B	
	Rate	Maximum	Rate	Maximum
1-100	\$30	\$ 3,000	\$40	\$ 4,000
101-200	\$35	\$ 3,500	\$45	\$ 4,500
201-300	\$40	\$ 4,000	\$50	\$ 5,000
Maximum Reimbursement:		\$10,500		\$13,500

B. BEREAVEMENT

1. All employees are entitled to up to four (4) bereavement days, following a death in their immediate or step family.
2. "Immediate family" or "step family" is defined as the employee's husband, wife, legal domestic partner, children, parents, grandchildren, grandparents, brothers, sisters, brothers-in-law and sisters-in-law, sons-in-law and daughters-in-law of either the employee or his/her spouse/legal domestic partner, and any other person who resides in the employee's household.
3. A fifth (5th) bereavement day may be requested for any of the following circumstances:
 - Funeral travel exceeding 200 miles round trip
 - Delay of funeral due to extenuating circumstances
 - Established religious customs

C. PERSONAL DAYS

Personal Days are to be taken to handle business which cannot be scheduled outside of school hours.

1. All employees shall be eligible for up to four (4) Personal Days per year without loss of pay. Circumstances which may be approved by the Superintendent are noted below in number 3.
 - a. Personal Days are not cumulative except as described in Section D (Family Illness/Excused Absence Bank).
 - b. Personal Days are not eligible for payment at retirement.
2. An "Application for Personal Day" shall be submitted to the Superintendent at least five (5) days prior to the day requested. If due to an emergency an advance application is not possible, the employee's school shall be notified immediately by telephone and the application will be filed as promptly as possible afterwards.
3. Circumstances which may be approved are listed below and on the Application for Personal Day. The superintendent reserves the right to verify reasons offered for Personal Day requests.
 - Legal business which cannot be conducted outside of school hours
 - Funeral (other than immediate family)
 - Graduation in the immediate family

- Illness of someone in the immediate family or immediate household
 - Observance of a religious holiday
 - Home emergency
 - Other (explanation necessary)
4. Two (2) of the four (4) Personal Days may be requested without specifying the reason except as here noted.
 - a. Personal Day without reason may not be used for vacation purposes.
 - b. Personal Day without reason provided may not be used during the month of June.
 - c. Personal Days without reason may not be approved if, on the day requested, more than five other staff members request a Personal Day without reason. Approvals will be granted on a first come first served basis.

D. FAMILY ILLNESS/ PERSONAL DAY BANK

Unused Personal Days can be accrued in a bank to be used in subsequent years according to these guidelines:

1. Up to 10 Personal Days from prior years may be accrued in this bank.
2. Application for use of banked days follows the procedures prescribed above for annual Personal Days. The Superintendent reserves the right to verify reasons offered for banked day requests.
3. Banked days may be used only for:
 - a. Attending to health/medical needs of immediate family that cannot be taken care of outside of regular work hours.
 - b. Religious observance day if the employee's traditional religious observance days fall on school days. Such observance days should appear on the list of state recognized religious observance days, which can be found on the district's web site.
 - c. For funeral services not covered in Section B, "Bereavement."
4. Family Illness/ Personal Day Bank days are not eligible for payment at retirement.

E. Perfect Attendance Bonus

There will be a perfect attendance bonus of \$250 to be paid to any employee who uses no sick, Personal Days and/or Family Illness days in a single contract year.

ARTICLE 8
VACATION

All maintenance, full time 12 month bus drivers, custodial, and secretarial personnel shall earn vacation as follows:

1. Vacation time shall be scheduled at a time approved by the Superintendent or his/her designee.
2. Vacation time must be taken in the fiscal year following the fiscal year that the vacation time was earned.
3. Vacation time shall not be carried over to a subsequent year unless permission is granted by the Superintendent.
4. No vacation time shall accrue during the first two months of employment.
5. Anyone retiring may have the opportunity to either receive the accrued vacation in cash or to take the time during the thirty (30) days prior to the retirement date.

Twelve Month Contract

Year	Vacation Earned	Vacation Taken
Year 1	10*	0
Years 2,3,	10	10
Year 4,	15	10
Years 5,6,7,8,9,10,11	15	15
Year 12	16	15
Year 13	16	16
Year 14	17	16
Year 15	20	17
Year 16+	20	20

Eleven Month Contract

Year	Vacation Earned	Vacation Taken
Year 1	10*	0
Years 2,3,4	10	10
Year 5	14	10
Years 6,7,8,9,10,11	14	14
Year 12	15	14
Year 13	15	15
Year 14	16	15
Year 15	19	16
Year 16+	19	19

* May be pro-rated based upon hire date

ARTICLE 9
TRAVEL EXPENSES

Any employee using his/her private vehicle for approved school business will be reimbursed for mileage. The rate for such reimbursement will be at the maximum rate allowed by law.

ARTICLE 10
LONGEVITY

Longevity payments will be made as follows:

A. Certificated employees:

1. Certificated employees, after service to the Board for the period set forth immediately below, shall receive the corresponding longevity payment:

	<u>2022-2023</u>	<u>2023-2025</u>
After 18 years	\$2,480	\$2,554
After 20 years	\$2,755	\$2,838
After 25 years	\$3,306	\$3,405
After 30 years	\$3,857	\$3,973

B. Custodians, Secretaries and Maintenance employees:

1. Custodians, Secretaries and Maintenance employees, after service to the Board for the period set forth immediately below, shall receive the corresponding longevity payment:

2.

	<u>2022-2023</u>	<u>2023-2025</u>
After 15 years	\$1,378	\$1,419
After 20 years	\$1,929	\$1,987
After 25 years	\$2,755	\$2,838
After 30 years	\$3,306	\$3,405

C. Teacher Assistants, Clerical Assistants, Bus Assistants, Bus Drivers and the Messenger:

Teacher Assistants, Clerical Assistants, Bus Assistants, Bus Drivers and the Messenger, after service to the Board for the period set forth immediately below, shall receive the corresponding longevity payment:

	<u>2022-2023</u>	<u>2023-2025</u>
After 15 years	\$ 937	\$ 965
After 20 years	\$1,212	\$1,248
After 25 years	\$1,488	\$1,533
After 30 years	\$1,763	\$1,816

Longevity amounts are not cumulative and shall be pro-rated to the employee's anniversary date.

ARTICLE 11
PROFESSIONAL DEVELOPMENT

For purposes of this article, the term "teacher" shall include any employee working in a position which requires an instructional certificate or an educational services personnel certificate.

A. Requirements

1. All teachers shall complete one hundred (100) hours of professional development activities during each five (5) year cycle.
2. All newly certified teachers or those starting after the first year of each five-year cycle will be required to complete a pro-rated number of hours equal to 20 hours for each year remaining in the cycle.
3. Teachers on leave for less than one year have the option to stop the professional development clock or to accrue professional development hours if the teacher has a written and approved PDP for the school year.
4. A teacher on leave, during any given school year, who has opted to stop the professional development clock and whose leave is:
 - a) 3-5 months will deduct 10 professional development hours from the 100 hour requirement
 - b) 6-10 months will deduct 20 professional development hours from the 100 hour requirement
5. To the extent possible, training shall be provided during the school year, prior to the implementation of any new program or Board of Education initiatives.

B. Documentation and Reporting

1. Each tenured teacher will be required to maintain records of his/her own professional development hours and produce such record and documentation at the conclusion of each five-year cycle or earlier if requested by the school administrator or designee.
2. Each non-tenured teacher will be required to maintain records of his/her own professional development hours and produce such record and documentation as requested by the school administrator or designee annually until tenured. Non-tenured teachers who do not demonstrate significant progress toward meeting the cycle requirement shall not be awarded a tenure contract. Significant progress is determined to be earning at

least ninety (90) hours within the first three years of the cycle.

C. Activities

1. All activities must be linked to teacher practice, student achievement or district/school goals. In order to count for professional development hours, the activity must be included in the teacher's professional development plan.
2. Participation in the activities listed below may earn professional development hours. Other items may earn credit with prior advance approval of the administrator.
 - a. Graduate courses related to the teacher's current work assignment (actual clock hours)
 - b. Undergraduate courses required by the administration or with advance approval of the administration (actual clock hours)
 - c. Participation on boards or committees (up to a maximum of 50 hours per cycle)
 - d. In-service courses, workshops, seminars, institutes, conferences
 - e. On-line courses and webinars (actual clock hours)
 - f. Action Research, portfolio development, educational research, contributions to professional literature
 - g. Presentations, teaching a course (hours for teaching and preparation for the same activity may accrue only once in each cycle)
 - h. Faculty, departmental or grade level meetings whose primary purpose is student achievement, teacher practice or school/district goals
 - i. Curriculum writing
 - j. Mentoring and/or supervising a student teacher (one hour of credit for each week of supervision)
 - k. Supervising a practicum teacher (maximum of three hours per semester)
 - l. Travel related to teaching field
3. Teachers shall be paid \$100 to prepare for each half-day workshop and \$200 to prepare for each full-day workshop, or be given

release time. Release time shall be mutually agreed upon between the supervisor and members to be approved by the Superintendent.

4. Teachers shall be paid \$35 an hour or be given release time to write curriculum. Release time shall be mutually agreed upon between the supervisor and members to be approved by the Superintendent.

D. Any teacher who fails to meet the professional development requirement at the conclusion of the five- year cycle shall have his/her adjustment and employment increment withheld for the subsequent year.

E. Tuition Reimbursement - Teachers

The Board will pay a maximum of \$1,000 per person per school year for tuition of graduate courses approved by the Superintendent to a maximum of \$26,000 per year. Only course work approved by the superintendent of schools shall be eligible for educational level and step advancement. Tuition will not include cost of books, meals, etc. This policy applies to tenured employees only. Payment will be made upon completion of the course and presentation of a report card, transcript, or letter stating such. The college bill will be submitted to the business office for reimbursement. The school year is July 1 through June 30. All recipients must maintain a minimum of a "B" average.

F. Tuition Reimbursement - Non-Certificated Employees

The Board will pay a maximum tuition reimbursement of \$1000 per person per year. The Board will establish a pool of \$4,000 per year to be used by non-certificated employees for tuition for courses related to their work. Employees must have their courses approved in advance by the Superintendent or Business Administrator, as appropriate. The decisions of the Superintendent and Business Administrator shall not be grievable.

G. Reimbursement for All Employees

All requests for reimbursement must be submitted by June 1st to the business office. If the cap is exceeded, the distribution will be done on a pro-rata basis.

ARTICLE 12
PAYROLL AND RETIREMENT PLANS

A. Section 125 Plan

The Board will institute a Section 125 Plan for all unit members at no cost to the employee.

B. Direct Deposit

All employees will have their payroll deposited directly into the individual employee's bank of choice, up to two accounts.

C. Voluntary Investment Plans

The district will offer employees participation in the following investment plans:

- a. Roth 403b
- b. TSA 403b

ARTICLE 13
SCHOOL CALENDAR

A. In determining the school calendar the Board, through the Superintendent, will hold discussions and seek suggestions from the Association. Final approval of the school calendar rests with the Board.

B. The Board agrees to grant half-day sessions on the days before Thanksgiving and Holiday Recess.

C. In the event that there are one or more unused emergency school closing days available, the school will close the Friday before Memorial Day weekend for all employees.

ARTICLE 14
TEACHER ASSIGNMENT

A. All teachers shall be given written notice of the teaching schedules. Tentative schedules and assignments shall be posted in each school when available with proper notification if any change occurs.

B. The Superintendent shall assign all newly-appointed personnel to their specific positions within their subject area for which the Board has appointed the teacher.

C. The final authority to determine assignments is the Board of Education acting through the Superintendent.

ARTICLE 15
TEACHING HOURS AND TEACHING LOAD

- A. Teachers shall indicate their presence or absence in the building in the appropriate manner as set forth by the building principal.
- B. The teacher workday shall be as follows:
1. Grades Pre-K-3. The total work day for teachers will be seven (7) hours.
 2. Grades 4-12. The total day will be seven (7) hours and twelve (12) minutes.
- C. Lunch
1. Teachers volunteering and assigned to lunch supervision during their duty free lunch will be paid \$19.00 per hour.
 2. All teachers shall have a duty free lunch period. (Grades PreK-3 will be 45 minutes; Grades 4-8 will be 42 minutes; and Grades 9-12 will be 51 minutes.) Lunch supervision may be an assigned duty.
- D. Whenever an emergency arises necessitating the coverage of classes, the principal may ask for this coverage among the faculty.
- E.
1. Certified personnel shall return to their home school for one Back-to-School Night each year. Any staff required to attend Back-to-School Night shall be permitted to leave at student dismissal on the day of Back-to-School Night.
 2. Participation in co-curricular activities and other school sponsored events within one's home school are considered a part of the certified staff member's professional obligations, including when such activities occur outside of the normal school day. In the event that a school activity is not adequately chaperoned by faculty volunteers, the administration may assign coverage from among faculty on a fair, equitable and rotating basis. In the event that a staff member is unable to fulfill the assignment upon request due to a personal commitment, he/she may ask to substitute it for a future event.
- If departure of past practice regarding the number of events, chaperone coverage required or timing of events occurs, the Administration and the REA will discuss in advance of events.
- F.
1. Faculty members shall be required to attend no more than 25 meetings after school on a Monday per school year. Faculty members shall not be required to stay longer than one hour past the end of the contracted day.

2. Teachers will be expected to remain, after the end of the normal school day on Tuesdays through Thursdays for extra help when requested by the students, but said time concludes at the end of the teacher workday.
3. The notice of an agenda for any faculty building meetings shall be given to the teachers prior to meetings, except in an emergency. The teachers shall have the opportunity to suggest items for the agenda at such meetings.
4. Teachers may leave the buildings without requesting permission during their scheduled duty-free lunch periods. Teachers shall sign out when leaving and sign in upon return.
5. Teachers may leave at student dismissal on Fridays and any other day beginning a holiday.

G. Calendar

The work year shall be 188 days (186 pupil days and 2 teacher only days). The Board may replace one or more teacher/student days with teacher only days. The last three days of the school year shall be the legal minimum days for students and full days for teachers.

H. Pre-K-6 Parent Conference Days

1. There will be one evening conference.
2. On the day the evening conference is held, the Pre-K-6 classroom teachers and students shall have a legal minimum day. The Pre-K-6 classroom teachers shall leave with the students and return for the evening conference.
3. If a teacher has 30 or more students in a Pre-K through Grade 6 class he/she will receive coverage during the school day to hold additional conferences.
4. The manner by which the conferences are administered will be reassessed each year. However, items 1. and 2. of the agreement concerning Parent Conference Days remain in effect.

I. Teaching Load:

1. The grade 4-12 schedule shall be a nine (9) period schedule.
2. Teachers in grades 4-12 shall teach no more than six (6) periods, or have five (5) teaching periods and one (1) duty period.
 - a. Whenever possible, consideration will be given to the equitable assignment of homerooms in grades seven through twelve.

3. One of the nine periods created at the grade 4-12 level shall be an administrative period, not a teaching period nor a duty period. Teachers will not be required to grade student work, assign grades or prepare lessons. The administrative period will not include covering classes except for a bona fide emergency. The definition of bona fide emergency is defined as critical staffing shortages that impact the continuity of school operations.
4. A sixth class is assigned for a semester or year based on student enrollment and/or class size. A sixth class will not be assigned across a department or grade level to effectuate a reduction in force. A \$500 stipend for a full year course and a \$250 stipend for a half year course will be paid to a grade 7-12 teacher assigned a sixth class.
5. In grades Pre-K to 3, all prep time exceeding 210 minutes per week is considered an administrative period. In Pre-K to 3, no less than 60 minutes a week will be considered administrative time. When utilizing administrative time for scheduled meetings, all attempts shall be made to utilize homeroom teacher's administrative period.

Any administrative or prep time shall be scheduled in at least 10 consecutive minute increments.
6. Changes to the district grade level configuration and schedule will be allowed as long as the teaching load remains the same.
7. If a teacher is Board approved to cover a long term absence in an area outside of the teacher's certification he or she shall not be required to prepare lessons or assessments, nor maintain grades for that coverage. Any other teacher(s) in the district shall also not be required to prepare lessons or assessments, nor maintain grades for said teacher on leave.

J. Teacher Preparation Time

1. Elementary school teachers will be guaranteed 210 minutes prep time per normal school week.
3. All grade 4 through 6 classroom teachers will be guaranteed one period per day of preparation time, one period per day of administration time, and one lunch period. All grade 7 through 12 classroom teachers will be guaranteed of 840 minutes of preparation time and 840 minutes of administration time during the course of a 20 school day cycle, as well as a daily lunch period. To the extent possible, teachers will have a prep or administrative period each day.
3. The Superintendent of Schools shall make every effort to secure substitutes for specialists, handling entire classes, when they are

out of school so that elementary school teachers are not deprived of their preparation period(s) and/or administrative period(s).

4. Teachers will not be paid for lost preparation periods.

K. Course Preparation Load

To the extent possible, the 4th - 12th grade teachers' schedule will not require more than four course preparations at any given time.

ARTICLE 16

TEACHER-ADMINISTRATION LIAISON

The faculty in each school shall elect a liaison committee if either teachers or principal so request. The committee shall meet as requested by either the principal or committee within five school days. The meetings shall not exceed more than once a month, unless mutually agreed upon. They will review and discuss local school problems and practices, revision or development of building policies, and suggested areas for curriculum improvement. This committee shall be limited to these aforementioned areas. This Committee shall not supplant the grievance procedure.

ARTICLE 17

TEACHER EVALUATION

- A. 1. All monitoring or observation of the work performance of a teacher shall be conducted openly, with full knowledge of the teacher, by a duly certificated person.
2. A teacher shall be given a copy of any evaluation report prepared by his/her evaluators at least two (2) days before any conference to discuss it. No such report shall be submitted to the central office, placed in the teacher's file, or otherwise acted upon, without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.
3. Signature on the written evaluation report does not necessarily imply agreement with its content.

Board Policy #3222 related to Evaluations can be found on the District website.

4. Teachers will be given at least two (2) days to prepare for pre-conference preceding an announce observation.
- B. A teacher shall have the right upon request to review the contents of any evaluation. A teacher shall be entitled to have a representative accompany him/her during such review.
- C. Prior to any annual evaluation report, the immediate supervisor of a non-tenured teacher shall have had (written) communication, including

but not limited to all steps in Section 2 below, with said teacher regarding his/her performance as a teacher.

D. Increment Withholding

1. The Superintendent shall have the power to recommend to the Board of Education the withholding of any salary increment and/or adjustment for inefficiency as determined by at least two successive evaluations indicating unsatisfactory performance or effectiveness or other good cause which may have an adverse effect on the performance or effectiveness of the teacher. Said successive evaluations must be at least six (6) weeks apart so that an individual has an opportunity for correction. All unsatisfactory performance observations must be accompanied by written corrective measures by the administrative observer.
2. Whenever the withholding of an increment is proposed by the Superintendent, the individual concerned shall be given a written statement of reasons setting forth the particulars constituting the basis of said withholding. No such recommendation which is based on classroom performance shall be made by the Superintendent that is based on observation not conducted openly and with full knowledge of the teacher; and, where appropriate, neither shall any such recommendation, whether related to classroom performance or for other just cause, be made without notification to the teacher that a deficiency exists which may call for a recommendation for the withholding of an increment unless said deficiency is corrected immediately or within a time period prescribed by the administration.
3. Whenever the withholding of an increment is proposed, the individual involved shall have the right to appeal to the Board of Education and, upon filing in writing of a Notice of Appeal, setting forth the reasons why it is alleged that such action should not be taken, a hearing will be afforded by the Board to the aggrieved individual.
4. At such hearing the aggrieved individual shall have the right to be represented by counsel of his/her own choosing or by his/her duly designated representative.
5. From any adverse determination of the Board, the aggrieved shall have the right to appeal to the Commissioner of Education. The aggrieved party shall not have the right to request arbitration from any adverse determination of an evaluation indicating unsatisfactory performance or effectiveness or from any adverse determination of this Board to the Commissioner of Education.
6. The term "increment" is intended to mean the next step on the salary guide where the aggrieved individual would be placed. Where an increment is withheld, the individual shall remain at

the same step on the salary guide even though the dollar amount may be higher than the previous year.

7. It shall not be mandatory upon the Board of Education to pay any such denied increment in any future year as an adjustment increment.
 - a. Any evaluation made of a non-tenure teacher shall not be subject to the Grievance Procedure and the willingness of the Board to permit discussion with reference to any such evaluation procedure shall not be deemed to constitute a waiver of the Board of its prerogatives relative to the employment and/or continued employment of such personnel.
 - b. Such supervisory reports are to be provided for non-tenure teachers at least four times each year.
 - c. Tenured teachers are to be evaluated according to the current state mandated regulations.

ARTICLE 18
PROMOTIONS & VACANCIES

A. Promotional positions are defined as follows:

1. Positions paying a salary differential and/or positions on the administrator-supervisory levels of responsibility.
2. All vacancies, including promotional positions, shall be adequately publicized by the Superintendent in accordance with the following procedure:
 - a. When school is in session, a notice shall be posted in each school as far in advance as practicable. A copy of the said notice shall be given to the Association at the time of posting. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice, and the Superintendent shall acknowledge the receipt of all such applications.
 - b. Whenever a vacancy or promotion becomes available during the summer months a copy of the notice shall be given to the Association and shall be posted on the bulletin board outside the superintendent's office. In addition, the superintendent will notify individual staff members, who have previously indicated general interest in such a vacancy. Interest must be expressed in written form and submitted to the superintendent's office with appropriate contact information by March 1st of each year.

- B. In both situations set forth in Section A above, the qualifications for the position, its duties, and the rate of compensation, shall be clearly set forth.
- C. A list of appointments shall be given to the Association indicating which positions have been filled and by whom.
- D. In no event shall anyone seeking consideration to fill a promotional vacancy be considered if the vacancy in question requires a specific certificate and the applicant does not possess such a certificate.
- E. The Board is willing to consider applications from the staff for any vacancies in promotional positions. The willingness of the Board to consider applications by the staff shall not be deemed to limit the absolute right of the Board to make the final determination as to who shall be promoted and, if in the sole and unlimited discretion of the Board the position in question can best be filled by an individual outside of the system, the Board shall have the right to fill such position with such individual and the action of the Board in such a determination shall not be subject to review under Grievance Procedure.

ARTICLE 19
TRANSFERS AND REASSIGNMENTS

A. Involuntary Transfers and Reassignments

- 1. Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable and shall be made subject to the provisions of N.J.S.A. 34:13A-25.
- 2. An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the immediate superior, at which time the teacher shall be notified of the reason therefore. In the event that a teacher objects to the transfer or reassignment at this meeting, upon the request of the teacher, the Superintendent shall meet with him/her. The teacher may, at his/her option, have an Association representative at such meeting.
- 3. Regardless of any meeting which may occur relative to an involuntary transfer or reassignment, the decision of the Board acting through the Superintendent shall in all cases be final and binding so long as the transfer or reassignment is to a position which the teacher in question is certified to teach.

B. Voluntary Transfers and Reassignments

- 1. The Association shall formally submit to the Superintendent by March 1st a list of teachers interested in transfers, including type of position desired.

2. In the determination of request for voluntary reassignment and/or transfer, the wishes of the individual teacher shall be considered.

ARTICLE 20

GUIDANCE, CHILD STUDY TEAM, STUDENT ASSISTANT COUNSELORS AND SCHOOL NURSES

The Child Study Team and Guidance Counselors are obligated to work five (5) days during summer months. Such days shall be scheduled with the prior approval of Administration. Remuneration for this time shall be paid at the rate of 2.50% of the upcoming year's salary. School nurses will work two (2) days and student assistance counselors will work three (3) days during the summer months. Such days shall be scheduled with the prior approval of the administration. Remuneration for this time shall be paid at a per diem rate of 1/200th of the upcoming year's salary. The remuneration paid during the summer months shall be incorporated into the guidance counselors', CST members', student assistance counselors', and school nurses' pensionable salaries. Absences listed in Article 7 "leaves" are not applicable to summer work.

ARTICLE 21

SECRETARIES

1. Secretaries who achieve the Professional Development Program Certificate will receive:

1st Certificate - Stipend of \$400
2nd Certificate - Stipend of \$500
3rd Certificate - Stipend of \$600

Stipends are not cumulative - rather they are paid as per certificate. Stipends are to be paid when certificates are received. Prior notification of receipt of certificate must be given to the Superintendent of Schools.

The Board will compensate secretaries who receive additional certification from the Professional Standards Program as follows:

Level I - \$300
Level II - \$500

The stipends are not cumulative - rather they are paid as per certificate. Stipends are to be paid when the certificate is received. Prior notification of receipt of certificate must be given to the Superintendent of Schools.

2. Full time secretarial-clerical employment is seven hours with one additional hour for lunch, five days per week.
3. Full time secretaries will be given the Thursday and Friday of Teacher's Convention as a paid holiday.

ARTICLE 22
BUS DRIVERS

A. Bus Drivers who are steadily employed will be granted one sick day (to a maximum of ten for ten month, and twelve for twelve month employees) per each month worked during any given school year. Said leave is pro-rated to actual hours worked per day and is accumulative.

B. Bus Drivers will be compensated for six holidays, namely Thanksgiving, Christmas, New Year's Day, Presidents' Day, the Friday after Thanksgiving, and Good Friday. Payment will be made at the hourly rate and the board approved number of hours worked per day. One paid holiday commencing the first year of employment for all hourly staff. The remaining designated holidays shall be paid beginning in the second year of employment.

C. The Board shall pay the Bus Drivers for a full day for snow/excessive heat days and any unscheduled half day. The employee gets paid for the hours worked on scheduled half days. Snow Days - On days when schools are closed because of snow, both full-time and part-time bus drivers, regardless of regular shift assignment, will report to the buses for snow removal with a two hour notice. Any part-time bus drivers who have another full-time day job are exempt from this requirement.

D. The Board shall pay bus drivers at time and a half for hours worked on State holidays, provided that the Rutherford Schools are closed on that day.

E. The Board shall provide bus drivers with a meal allowance of \$9.00 upon submission of receipt) when working extended days - 5 or more consecutive hours at one event.

F. Bus Drivers responsible for transporting students on day-long trips on weekends for which students are dropped off and then picked up at the end of the event shall be paid two (2) hours for drop off and two (2) hours for pick up. They shall also receive \$55 as compensation for remaining on-call should the students need to return before the scheduled event. No meal allowance shall be paid.

G. Bus drivers will be compensated for two (2) hours call time if he/she is notified of a cancellation less than 24 hours before the scheduled event.

H. Bus drivers will be compensated for a minimum of one hour for the mid-day run.

I. All new bus drivers will be provided a new jacket after six months of employment.

The Board shall provide the bus drivers with new jackets every 4 years, upon their anniversary date. The cap for the jacket shall be raised to \$75.

Bus drivers will be provided five shirts and one sweatshirt each year and must be worn while working.

J. In the event that summer drivers are needed for students, current full time drivers will be given priority to accept this position.

K. The District will provide full reimbursement for Department of Transportation required physicals.

L. All drivers must provide a calendar of availability for summer work to Administration no later than June 1 of each year. All full time bus drivers hired will be on a twelve-month contract.

ARTICLE 23
WORKING CONDITIONS
CUSTODIANS, MAINTENANCE PERSONNEL

- A. Qualifications shall be the primary prerequisite for all job openings. Notification of openings shall be forwarded to the President of the REA.
- B. Notice of an involuntary transfer or reassignment shall be given to staff as soon as practicable, and subject to the provisions of N.J.S.A. 34:13A-25.
- C. An involuntary transfer or reassignment shall be made only after a meeting between the staff person involved and the immediate superior, at which time the staff person shall be notified of the reason therefore. In the event that a staff person objects to the transfer or reassignment at this meeting, upon the request of the staff person, the Superintendent shall meet with him/her. The staff person may, at his/her option, have an Association representative at such meeting.
- D. Regardless of any meeting which may occur relative to an involuntary transfer or reassignment, the decision of the Board acting through the Superintendent shall in all cases be final and binding as long as the transfer or reassignment is to be a position which the staff person in question is qualified.
- E. Custodians and maintenance personnel will be supplied with four uniforms per year by the opening of school. The employee will be responsible for the laundering of the uniforms. Safety shoes must be worn during working hours. The Board will reimburse employees up to \$150 per year for shoe allowance with receipts. Maintenance and custodial shoes must be purchased no later than October 31 of the contract year. The Board will not assume any responsibility for injury unless he/she is wearing his/her safety shoes. All full time maintenance and/or custodial personnel will be provided a new jacket after 6 months employment. New jackets shall be provided every four (4) years, upon their anniversary date. Jackets rendered unusable by on-the-job accidents will be replaced. Anyone leaving our employment must return said jacket.
- F. The Board shall provide rain gear for all custodial/maintenance employees as needed for use in the performance of his/her duties.
- G. The Board will pay for the boiler licenses of custodians and maintenance personnel.
- H. 1. An employee recalled for emergencies from his/her home to work at the school after completing his/her regular shift or prior to the commencement of his/her regular shift shall be guaranteed a minimum of two (2) hours at time and one-half, except when an employee is recalled in on Sunday, recognized holidays, and "in

lieu of holidays", he/she shall be compensated for a minimum of two hours at double time.

2. Custodians who conduct scheduled building inspections on weekends and holidays shall be compensated at the rate of one and one-half (1.5) times regular pay for one (1) hour at the elementary schools and two (2) hours at the high school regardless of how long the inspection takes to complete. If the inspection is not resolved in the aforementioned timeframe, the employee will be compensated at the one and one-half (1.5) times regular pay for the actual time worked.
- I. The regular work week will be 40 hours per week.
 - J. The work week shall begin at 12:01 a.m. Monday, and shall end on the next succeeding Sunday at Midnight.
 - K. Time and one-half the regular straight time rate will be paid in the following cases for all hours worked in excess of 40 hours in the work week and for all cases of scheduled overtime, except those occurring on Sunday, holidays, and "in lieu of holidays". On Sunday, holidays, and "in lieu of holidays", the overtime rate will be two times the regular straight time rate. Any overtime must be authorized by a person so designated by the Superintendent of Schools.
 1. The regular work day for custodians will be from 6:00 a.m. to 3:00 p.m. (1 hour for lunch, 30 min. for coffee break). Any shift that starts prior to or at 7:00 a.m. will be considered the first shift.
 2. Third shift shall be from 3:00 p.m. to 11:00 p.m. (1/2 hour for lunch, no coffee break) - 8% differential.
 3. The shift differential shall be paid only for hours worked on that shift.
 4. Regular work day for maintenance employees will be from 6:00am-2:30pm. Employees shall receive thirty (30) minutes for lunch and thirty (30) for coffee break.
 - L. Snow Days - On days when schools are closed because of snow, both full-time and part-time custodians, regardless of regular shift assignment, will report to his/her building on the day shift schedule for snow removal. Any part-time custodian who has another full-time day job is exempt from this requirement. All maintenance personnel will report to Pierrepont School at their regular starting time.
 - M. Discipline of custodial and maintenance personnel shall be subject to Board policy #4150. Adherence to this policy shall be subject to the grievance procedure.

- N. Whenever possible, non-certificated employees will receive notice of re-employment by 5/15.
- O. If the entire custodial or maintenance operation of the district is to be subcontracted, the Board will give the affected staff members ninety (90) days notice of termination from the day the contract with the contractor is approved by the Board. This provision shall not apply in cases of emergency or attrition or if the entire custodial or maintenance staff is not replaced simultaneously.
- P. Stipends will be paid as follows for the duration of the contract:

Head Custodian	High School	\$4,200
Head Custodian	Union School	\$3,000
Head Custodian	Pierrepont School	\$3,000
Head Custodian	Washington School	\$2,725
Head Custodian	Lincoln School	\$2,725
Head Custodian	Kindergarten Center	\$2,725

ARTICLE 24
CLERICAL ASSISTANTS/BUS ASSISTANTS

Clerical/Bus Assistants will be granted one sick day per each month worked during any given school year. Said leave is pro-rated to actual hours worked and is accumulative.

Clerical/Bus Assistants will be compensated for six holidays, namely Thanksgiving, the Friday after Thanksgiving, Christmas, New Year's Day, President's Day, and Good Friday. Payment will be made at the hourly rate and board approved number of hours worked per day. One paid holiday commencing the first year of employment. The remaining designated holidays shall be paid beginning in the second year of employment.

The Board shall pay the Clerical/Bus Assistants for a full day for snow/excessive heat days and any unscheduled half day. The employee gets paid for the hours worked on scheduled half days.

The Board shall pay bus assistants for a minimum of one hour for the mid-day run.

The Board shall provide by June 1st of each year a promise of employment letter to the Clerical/Bus Assistants stating the individual's step/level and salary for the coming year.

ARTICLE 25
TEACHER ASSISTANTS

Teacher Assistants will be granted one sick day per each month worked during any given school year. Said leave is pro-rated to actual hours worked and is cumulative.

Teacher Assistants will be compensated for seven holidays, namely Thanksgiving, Christmas, New Year's Day, Presidents' Day, the Friday after Thanksgiving, Good Friday, and Memorial Day. Payment will be made at the hourly rate and the number of hours worked per day. One paid holiday commencing the first year of employment. The remaining designated holidays shall be paid beginning in the second year of employment.

The Board shall pay the Teacher Assistants for a full day for snow/excessive heat days and any unscheduled half day. The employee gets paid for the hours worked on scheduled half days.

The Board shall provide by June 1st of each year a promise of employment letter to the Teacher Assistants stating the individuals step/level and salary for the coming year.

ARTICLE 26
OTHER RATES

1. Parent Education Coordinator: Annual Stipend \$2,000.
2. Any staff member called upon to translate shall be compensated at the rate of \$35 per hour.

ARTICLE 27
NON-CERTIFICATED STAFF EVALUATION

All observations of the work performances of personnel shall be conducted openly and with full knowledge of the observed. The employee shall be given a copy of any evaluation report at least one (1) day before any conference to discuss it. The employee who has performed in an unsatisfactory manner will be advised promptly and given a verbal warning. Second and further offenses will be discussed with employee and his representative and a written report issued and filed. Disciplinary action may be taken at any time if necessary.

RUTHERFORD PUBLIC SCHOOLS
TEACHERS SALARY GUIDE
2022 – 2023

Step	BA	BA+15	MA	MA+15	MA+30
1	53,299	55,462	59,034	62,232	66,574
2	53,986	56,486	59,559	62,784	67,332
3	54,112	56,603	60,084	62,993	67,541
4	54,979	57,470	60,610	63,859	68,408
5	55,953	58,444	61,585	64,834	69,382
6	57,037	59,527	62,668	65,917	70,465
7	58,228	60,719	63,859	67,108	71,657
8	59,419	61,910	64,051	68,299	72,848
9	60,869	63,350	66,523	69,769	74,327
10	62,777	65,258	68,402	71,677	76,235
11	65,337	67,856	70,417	73,692	78,250
12	67,836	70,464	73,639	76,924	81,526
13	70,447	73,075	76,303	79,535	84,134
14	73,473	76,111	79,396	82,666	87,478
15	77,042	79,779	83,170	86,439	91,276
16	79,694	82,702	87,419	90,688	95,888
17	83,096	86,376	90,444	93,778	99,670
18	-	-	94,219	97,618	104,203

Movement from the B.A. level to the M.A. level must be by graduate credits earned after receiving the B.A. degree. Movement from the M.A. level on must be by graduate credits earned after receiving the M.A. degree.

Salary increments are granted upon the recommendation of the Superintendent of Schools.

RUTHERFORD PUBLIC SCHOOLS
TEACHERS SALARY GUIDE
2023 – 2024

Step	BA	BA+15	MA	MA+15	MA+30
1	54,300	56,463	60,035	63,233	67,575
2	54,987	57,487	60,560	63,785	68,333
3	55,113	57,604	61,085	63,994	68,542
4	55,980	58,471	61,611	64,860	69,409
5	56,954	59,445	62,586	65,835	70,383
6	58,038	60,528	63,669	66,918	71,466
7	59,229	61,720	64,860	68,109	72,658
8	60,420	62,911	65,052	69,300	73,849
9	61,870	64,351	67,524	70,770	75,328
10	63,778	66,259	69,403	72,678	77,236
11	66,338	68,857	71,418	74,693	79,251
12	68,837	71,465	74,640	77,925	82,527
13	71,448	74,076	77,304	80,536	85,135
14	74,474	77,112	80,397	83,667	88,479
15	78,043	80,780	84,171	87,440	92,277
16	80,695	83,703	88,420	91,689	96,889
17	84,097	87,377	91,445	94,779	100,671
18	-	-	95,220	98,619	105,204

Movement from the B.A. level to the M.A. level must be by graduate credits earned after receiving the B.A. degree. Movement from the M.A. level on must be by graduate credits earned after receiving the M.A. degree.

Salary increments are granted upon the recommendation of the Superintendent of Schools.

RUTHERFORD PUBLIC SCHOOLS
TEACHERS SALARY GUIDE
2024 – 2025

Step	BA	BA+15	MA	MA+15	MA+30
1	55,300	57,463	61,200	64,233	68,575
2	55,987	58,487	61,725	64,785	69,333
3	56,113	58,604	62,250	64,994	69,542
4	56,980	59,471	62,775	65,860	70,409
5	57,954	60,445	63,725	66,835	71,383
6	59,038	61,528	64,725	67,918	72,466
7	60,229	62,720	65,725	69,109	73,658
8	61,420	63,911	66,725	70,300	74,849
9	62,870	65,351	68,525	71,770	76,328
10	64,778	67,259	70,425	73,678	78,236
11	67,338	69,857	72,425	75,693	80,251
12	69,837	72,465	75,645	78,925	83,527
13	72,448	75,076	78,310	81,536	86,135
14	75,474	78,112	81,400	84,667	89,479
15	79,043	81,780	85,175	88,440	93,277
16	81,695	84,703	89,420	92,689	97,889
17	85,097	88,377	92,445	95,779	101,671
18	-	-	96,220	99,619	106,204

Movement from the B.A. level to the M.A. level must be by graduate credits earned after receiving the B.A. degree. Movement from the M.A. level on must be by graduate credits earned after receiving the M.A. degree.

Salary increments are granted upon the recommendation of the Superintendent of Schools.

RUTHERFORD PUBLIC SCHOOLS
SECRETARIES SALARY GUIDE
2022-2023

Step	10 Month	11 Month	12 Month	Administrative
1	32,687	35,935	38,638	44,417
2	32,887	35,986	38,721	45,004
3	33,087	36,037	38,804	45,468
4	33,287	36,088	38,887	45,607
5	33,867	36,725	39,583	46,442
6	34,462	37,380	40,297	47,299
7	34,693	38,048	41,027	48,174
8	35,693	38,734	41,775	49,072
9	36,969	40,137	43,305	50,909
10	38,306	41,608	44,909	54,852
11	39,707	43,149	46,591	55,910
12	42,062	45,736	49,413	56,967
13	44,417	48,323	52,235	59,613
14	47,328	51,466	55,614	

Salary increments are granted upon the recommendation of the Superintendent of Schools.

RUTHERFORD PUBLIC SCHOOLS
SECRETARIES SALARY GUIDE
2023-2024

Step	10 Month	11 Month	12 Month	Administrative
1	33,397	36,645	39,348	45,127
2	33,597	36,696	39,431	45,714
3	33,797	36,747	39,514	46,178
4	33,997	36,798	39,597	46,317
5	34,577	37,435	40,293	47,152
6	35,172	38,090	41,007	48,009
7	35,403	38,758	41,737	48,884
8	36,403	39,444	42,485	49,782
9	37,679	40,847	44,015	51,619
10	39,016	42,318	45,619	55,562
11	40,417	43,859	47,301	56,620
12	42,772	46,446	50,123	57,677
13	45,127	49,033	52,945	60,323
14	48,038	52,176	56,324	

Salary increments are granted upon the recommendation of the Superintendent of Schools.

RUTHERFORD PUBLIC SCHOOLS
SECRETARIES SALARY GUIDE
2024-2025

Step	10 Month	11 Month	12 Month	Administrative
1	34,395	37,643	40,346	46,125
2	34,595	37,694	40,429	46,712
3	34,795	37,745	40,512	47,176
4	34,995	37,796	40,595	47,315
5	35,575	38,433	41,291	48,150
6	36,170	39,088	42,005	49,007
7	36,401	39,756	42,735	49,882
8	37,401	40,442	43,483	50,780
9	38,677	41,845	45,013	52,617
10	40,014	43,316	46,617	56,560
11	41,415	44,857	48,299	57,618
12	43,770	47,444	51,121	58,675
13	46,125	50,031	53,943	61,321
14	49,036	53,174	57,322	

Salary increments are granted upon the recommendation of the Superintendent of Schools.

RUTHERFORD PUBLIC SCHOOLS
CUSTODIAL/MAINTENANCE GUIDE
2022-2023

Step	Custodian	Maintenance Class B	Maintenance Class A
1	42,241	47,469	50,851
2	42,386	47,669	51,061
3	42,531	47,869	51,271
4	42,676	48,069	51,481
5	43,426	48,898	52,385
6	44,196	49,748	53,312
7	44,985	50,620	54,262
8	45,794	51,513	55,236
9	47,451	53,345	57,232
10	49,191	55,267	59,328
11	51,200	57,488	61,747
12	53,322	62,304	66,997
13	59,203	66,331	71,386

Salary increments are granted upon the recommendation of the Superintendent of Schools.

RUTHERFORD PUBLIC SCHOOLS
CUSTODIAL/MAINTENANCE GUIDE
2023-2024

Step	Custodian	Maintenance Class B	Maintenance Class A
1	43,397	48,625	52,007
2	43,542	48,825	52,217
3	43,687	49,025	52,427
4	43,832	49,225	52,637
5	44,582	50,054	53,541
6	45,352	50,904	54,468
7	46,141	51,776	55,418
8	46,950	52,669	56,392
9	48,607	54,501	58,388
10	50,347	56,423	60,484
11	52,356	58,644	62,903
12	54,478	63,460	68,153
13	60,359	67,487	72,542

Salary increments are granted upon the recommendation of the Superintendent of Schools.

RUTHERFORD PUBLIC SCHOOLS
CUSTODIAL/MAINTENANCE GUIDE
2024-2025

Step	Custodian	Maintenance Class B	Maintenance Class A
1	44,286	49,514	52,896
2	44,431	49,714	53,106
3	44,576	49,914	53,316
4	44,721	50,114	53,526
5	45,471	50,943	54,430
6	46,241	51,793	55,357
7	47,030	52,665	56,307
8	47,839	53,558	57,281
9	49,496	55,390	59,277
10	51,236	57,312	61,373
11	53,245	59,533	63,792
12	55,367	64,349	69,042
13	61,248	68,376	73,431

Salary increments are granted upon the recommendation of the Superintendent of Schools.

RUTHERFORD PUBLIC SCHOOLS
TEACHER ASSISTANT GUIDE

Step	2022-23	2023-24	2024-25
1	20.12	20.54	21.07
2	20.51	20.93	21.46
3	20.90	21.32	21.85
4	21.30	21.72	22.25
5	23.28	23.70	24.23

RUTHERFORD PUBLIC SCHOOLS
CLERICAL ASSISTANT GUIDE

Step	2022-23	2023-24	2024-25
1	19.67	20.09	20.62
2	20.05	20.47	21.00
3	20.43	20.85	21.38
4	20.83	21.25	21.78
5	22.95	23.37	23.90

RUTHERFORD PUBLIC SCHOOLS
BUS DRIVERS GUIDE

Step	2022-23	2023-24	2024-25
1	26.25	26.67	27.20
2	26.50	26.92	27.45
3	26.75	27.17	27.70
4	26.89	27.31	27.84
5	27.42	27.84	28.37
6	27.96	28.38	28.91
7	28.73	29.15	29.68

**RUTHERFORD PUBLIC SCHOOLS
ATHLETICS SALARY GUIDE
2022-2025**

Tier A Head Coach	9960	Football
Assistant Coaches	6973	Football Assistant (5)
Tier B Head Coaches	8466	Basketball (Boys & Girls); Wrestling; Spring Track Coordinator; Swim Coordinator
Assistant Coaches	5927	Basketball (Boys & Girls) Asst. (2) each team; Wrestling Assistant (1)
Tier C Head Coaches	7775	Baseball; Softball; Soccer (Boys & Girls); Indoor Track Coordinator; Cross Country Coordinator; Volleyball, Lacrosse (Boys & Girls)
Assistant Coaches	5443	Baseball & Softball Assistant (2); Soccer Assistant (2) each team; Spring Track Assistant (4); Swim Assistant, Lacrosse, (1 each team); Volleyball Assistant (2)
Tier D Head Coaches	6972	Tennis (Boys & Girls)
Assistant Coaches	4880	Indoor Track Assistant (2); Cross Country Assistant (1); Tennis Assistant (1) each team
Tier E Head Coaches	4980	Bowling; Cheerleader Fall; Cheerleader Winter; Strength Coach (per Season)
Assistant Coaches	3735	Cheerleader Assistant Fall (1)

The Board agrees to allow vertical in-service credit to coaches for attendance at workshops and/or clinics in their area. Said approval is contingent upon prior approval of the Superintendent and not attended at Board expense or on Board time.

Coaches who serve in the district for a lengthy period will be recognized by rewarding stipends as follows:

After 7 years - \$150.00 will be paid in years 8, 9, 10, 11 and 12

After 12 years - \$300.00 will be paid in year 13 and each year thereafter

Stipends are not cumulative.

1. Coaching does not have to be in the same sport.
2. Payment is for the number of years as a coach - not the number of seasons. If a person coaches more than one sport during a year, he/she does not receive payment for each sport.
3. The 7 and/or 12 years must be consecutive with the following exceptions: medical, maternity/paternity leave. These cases will be treated individually. Payment can be made with the Superintendent's approval.

**RUTHERFORD PUBLIC SCHOOLS
HIGH SCHOOL STUDENT BODY ACTIVITIES
SALARY GUIDES 2022-2025**

REA members shall be notified and given first consideration when any REA co-curricular stipend positions become vacant. Prior to assignment, positions shall be electronically posted for at least five days. This does not apply to athletic stipends.

2 Class Sponsors-12th @ 1830	3660
2 Class Sponsors-11th @ 1583	3166
2 Class Sponsors-10th @ 1363	2726
1 Class Sponsors-9th	1330
Decathlon	3555
All School Play Director	2599
Senior Play Director	2599
Senior Play Music Director (if Musical)	2599
Senior Play Choreographer	1429
Stage Crew Director	3510
Vocal Ensemble (Special Chorus)	1439
Pit Band Director	1439
Jazz/Brass Ensemble	1439
RTV	2254
Yearbook Art & Literary	4088
Yearbook Business	1225
Graduation Coordinator	1225
Newspaper	2439
G.O. Collector	3416
Student Council	3555
Band Director	4657

Band Front Director	1905
Percussion Instructor Band	1911
Drill Instructor, Band	2571
National Honor Society	1332
FBLA	1434
FCCLA	1434
Math Team Advisor	1434
Interact	1434
Scribe	1434
Hero's & Cool Kids	1434
Popcert Director	2200

**RUTHERFORD PUBLIC SCHOOLS
ELEMENTARY STUDENT BODY ACTIVITIES
SALARY GUIDES 2022-2025**

REA members shall be notified and given first consideration when any REA co-curricular stipend positions become vacant. Prior to assignment, positions shall be electronically posted for at least five days. This does not apply to athletic stipends.

Union	Elementary Band	2113
Union	Steam	2035
Union	National Junior Honor Society	1332
Union	Drama Director	1690
Union	Choral Director	1478
Union	Rachel's Club Grade 7	894
Union	Rachel's Club Grade 8	894
Union	Yearbook	1182
Union	Student Council	845
Union	Class Advisor 8th Grade	1520
Union	Service Club	635
Union	Music Director	635
Union	Studio Art	423
Union	World Lang. Union	423
Union	Newsletter/Publicity Union	158
Pierrepont	Elementary Band	2113
Pierrepont	Odyssey of the Mind	2007
Pierrepont	Intramurals	1693

Pierrepont	Drama Director	1690
Pierrepont	Choral Director	1478
Pierrepont	Yearbook	845
Pierrepont	Friends of Rachel	845
Pierrepont	School Store	635
Pierrepont	Mindfulness Club	635
Pierrepont	Service Club	635
Pierrepont	Music Director	635
Pierrepont	Book Club	423
Pierrepont	Green Club	423
Pierrepont	STEM Club	423
Pierrepont	Entrepreneur club	370
Pierrepont	World Language	370
Pierrepont	Newspaper	370
Pierrepont	Newsletter/Publicity	158
Lincoln	Tech. Adv. Lincoln	528
Lincoln	Newsletter/Publicity Lincoln	158
Washington	Tech. Adv. Washington	528
Washington	Newsletter/Publicity Washington	158
K-Center	Tech. Adv	528
K-Center	Newsletter/Publicity	158

**RUTHERFORD PUBLIC SCHOOLS
HIGH SCHOOL CLUBS
SALARY GUIDES 2022-2025**

REA members shall be notified and given first consideration when any REA co-curricular stipend positions become vacant. Prior to assignment, positions shall be electronically posted for at least five days. This does not apply to athletic stipends.

Art Club	465
Biology Club	465
Chemistry Club	465
French	465
Spanish	465
Meditation Club	465
GSA	465
Computer	577
Drama	577
World Language Honor Society	577
Photography Club	577
Physics and Engineering	577
Psychology	577
Future Teachers of America	688
Chess	688
Pep	688
Ski	688
Varsity	688
Amnesty International	688
Golf	688
Green	688
Italian Culture Club	1153
Equity Club	1434
Investing Club	1434

GENERAL:

Except as this Agreement shall hereinafter or otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the terms of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any employee benefit existing prior to its effective date.

This Agreement shall become effective as of July 1, 2022 and shall continue in effect until June 30, 2025.

APPROVED:

Colleen Fencik

Dennis Mazone

Colleen Fencik
Co-President, REA

Dennis Mazone, Vice President
Rutherford Board of Education

Matthew Vaccaro

Matthew Vaccaro
Co-President, REA

Carol Gearity

Joseph Kelly

Carol Gearity, Secretary
Rutherford Education Association

Joseph Kelly, Board Secretary
Rutherford Board of Education

June 27, 2022
Date of Approval

Separability

If any provision 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.