

**Agreement Between  
the  
Board of Education of Rutherford  
and the  
Rutherford Education Association  
2010-2013**

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**COLLECTIVE BARGAINING UNIT**

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This Agreement entered into on July 1, 2010, effective from the 1st day of July, 2010 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), 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, Vice-Principals, Administrative Assistants to the Principal, Supervisors, Confidential Secretary to the Superintendent, Confidential Secretary to the Business Administrator, Confidential Administrative Secretary, Confidential Payroll-Bookkeeper, Computer Technicians, 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 not 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 incidently 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 officers of the Board of Education 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.

**ARTICLE 6**  
**HEALTH BENEFITS**

- A. Health Care Benefits
  - 1. All personnel shall be entitled to full coverage under the NJSEHBP - Direct 10 program with the Board assuming the cost. In addition, the Board shall pay the entire cost of the family plan if the individual so elects.
  - 2. Current and new staff shall have the option of declining coverage from the Board. The employee shall receive payment at the following rate:
    - a. DECLINE PARTIAL COVERAGE
      - Decline Family and keep member only (\$4,000 annual payment)
      - Decline Member and Spouse and keep member only (\$3,000 annual payment)
      - Decline Member and Child/Children and keep member only (\$1,500 annual payment)
      - Decline Member only (\$1,000 annual payment)

b. DECLINE ALL COVERAGE\*

- Decline Member and Family (\$4,146\* annual payment - Maximum \$5,000 annual)
- Decline Member and Spouse (\$3,731\* annual payment - Maximum \$4,000 annual)
- Decline Member and Child/Children (\$2,322\* annual payment - Maximum \$2,500 annual)

\*These figures will change when premium costs increase.

Payment shall be bi-monthly and will be added to the payroll check. The employee shall, however, not be entitled to payment until the effective date of the enrollment change.

Individuals who elect to decline coverage will have the right to re-enroll for coverage should their family circumstances change such that they lose the coverage. These family circumstances include: death, divorce, loss of job, or other event that results in the loss of insurance. Re-enrollment for any other reason can only occur during the open enrollment period. Re-enrollment is subject to the carrier's requirements. The effective date of coverage is subject to the carrier's requirements as well. Employees shall provide proof of alternate coverage to the Board.

3. All employees enrolled in the plan will, by law, contribute 1.5% of his/her base contract salary towards the health benefits cost. In the event that the law eliminates or reduces this contribution, the employee's contribution will reflect that change.

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. Should the single coverage expense be less than \$30, the Board will contribute the difference (up to \$30) towards the dependent coverage.
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, with the medical plan exception for those TPAF or PERS employees who have 25 years or more of service. (For coverage details see Addendum 1.)
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 hours 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. 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:**

Schedule A			Schedule B	
# of days	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:**

Schedule A			Schedule B	
# of days	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

4. Sick Leave Bank

The parties agree to establish a committee of three members selected by the Board and three selected by the Association, which shall discuss the development of the criteria, guidelines and procedures for a proposed sick leave bank in accordance with the provision of N.J.S.A. 18A:30-10. A report shall be issued by the committee no later than September 1, 2011. During the 2011-2012 school year, the parties' negotiations committees shall meet to consider the report and determine whether an agreement can be reached on the criteria, guidelines and procedures for a sick leave bank and, if so, when the sick leave bank will be implemented. Until such time, current sidebar agreement remains in effect.

B. Bereavement

1. All employees are entitled to up to four (4) bereavement days, following a death in their immediate 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 (5<sup>th</sup>) 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. EXCUSED ABSENCES

Excused absences are to be taken to handle business which cannot be scheduled outside of school hours.

1. All employees shall be eligible for up to three (3) excused absences per year without loss of pay. Circumstances which may be approved by the Superintendent are noted below in number 3.
  - a. Excused absences are not cumulative except as described in Section D (Family Illness/Excused Absence Bank).
  - b. Excused absences are not eligible for payment at retirement.
2. An "Application for Excused Absence" 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 Excused Absence. The superintendent reserves the right to verify reasons offered for excused absence 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
  - Excused absence (2)(no reason necessary)
  - Other (explanation necessary)
4. Two(2) of the three (3) excused absences may be requested without specifying the reason except as here noted.
  - a. Excused absence without reason may not be used for Monday/Friday absences, or to extend school holidays/vacations.
  - b. Excused absence without reason may not be used for vacation purposes.
  - c. Excused absence without reason may not be used during the months of December, May and June.
  - d. Excused absences without reason may not be approved if, on the day requested, more than five other staff members request an excused absence without reason. Approvals will be granted on a first come first served basis.

D. FAMILY ILLNESS/EXCUSED ABSENCE BANK

Unused excused absence days can be accrued in a bank to be used in subsequent years according to these guidelines:

1. Up to 10 excused absence days from prior years may be accrued in this bank.
2. Application for use of banked days follows the procedures prescribed above for annual excused absence 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.
4. Family Illness/Excused Absence 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, excused absence and/or Family Illness days in a single contract year.

**ARTICLE 8**  
**VACATION**

All maintenance, 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 2,3,4	10	10
Year 5	15	10
Years 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	9*	0
Years 2,3,4	9	9
Year 5	14	9
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

Ten Month Contract

Year	Vacation Earned	Vacation Taken
Year 1	8*	0
Years 2,3,4	8	8
Year 5	13	8
Years 6,7,8,9,10,11	13	13
Year 12	14	13
Year 13	14	14
Year 14	15	14
Year 15	15	15
Year 16+	18	18

\* 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 will be paid to the following:

A. Longevity for certificated employees:

1. Employees who have been at the maximum step for at least 1 year:  
(this amount is in addition to any eligible service based longevity as listed below or #2, if applicable) \$500.00
2. Employees who have been at the maximum step for at least 1 year but are NOT eligible for service based longevity below: \$750.00
3. Service in Rutherford:

After 18 years	\$2,250
After 20 years	\$2,500
After 25 years	\$3,000
After 30 years	\$3,500

B. Longevity for Custodians, Secretaries, Maintenance, Messenger, Teacher Assistants, Clerical Assistants/Bus Assistants and Bus Drivers:

1. Employees who have been at the maximum step for at least 1 year:  
(this amount is in addition to any eligible service based longevity as listed below, or #2 if applicable) \$500.00
2. Employees who have been at the maximum step for at least 1 year but are NOT eligible for service based longevity below: \$750.00

3. Service in Rutherford:

After 15 years	\$1,250
After 20 years	\$1,750
After 25 years	\$2,500
After 30 years	\$3,000

Clauses A 1,2 and B 1,2 will expire with this contract unless specifically negotiated into a successor agreement.

C. Longevity is not cumulative and shall be pro-rated to the individual'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 fifty (150) hours of professional development activities during each five (5) year cycle except that employees who have reached age 55 or attainment of MA+30 level shall complete one hundred (100) hours within each five-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 30 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 15 professional development hours from the 150 hour requirement
  - b) 6-10 months will deduct 30 professional development hours from the 150 hour requirement

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

- 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 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 1<sup>st</sup> 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

The employee has the option of having his/her 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 Christmas vacations.

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 K-5. The total work day for teachers will be seven (7) hours.
  - 2. Grades 6-8. The total day will be seven (7) hours and twelve (12) minutes.
  - 3. Grades 9-12. The total day will be seven (7) hours and twelve (12) minutes.
  - 4. For the purposes of this agreement, a study shall be considered a teaching period.
- 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 equal in length to an instructional period. (Elementary grades K-5 will be 45 minutes.) Teacher lunch period may not, however, be the same time as students. 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.
  - 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. Teachers shall be expected to remain one day per week, preferably Monday, beyond the normal school day in order to attend administrative, departmental, or R.E.A. meetings. As has been the custom, meetings may be called for curriculum or in-service training. These meetings may extend beyond the normal school day.
  2. Teachers will be expected to remain, an appropriate amount of time, after the end of the normal school day on Tuesdays through Thursdays for extra help when requested by the students.
  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 a teacher/student day with a teacher only day. The last three days of the school year shall be the legal minimum days for students and full days for teachers.

H. K-5 Parent Conference Days

1. There will be one evening conference.
2. On the day the evening conference is held, the K-5 classroom teachers and students shall have a legal minimum day. The K-5 classroom teachers shall leave with the students and return for the evening conference.
3. 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 6-12 day schedule is a nine (9) period day for students.
2. Teachers in grades 6-12 shall teach no more than six (6) periods, or have five (5) teaching periods and one (1) duty period.

3. The ninth period created at the grade 6-12 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, which shall not mean class coverage for a teacher who is absent for a full day.
4. In grades 1 and 2, one library period per ~~month~~ week will be allowed as an administrative period. In grades 3 through 5, Spanish time will be considered an administrative period for the regular classroom teacher. In kindergarten grades, all prep time exceeding 210 minutes is considered an administrative period.

To the extent possible, special education teachers will be allowed comparable administrative time as their grade level counterparts.

J. Teacher Preparation Time

1. Elementary school teachers will be guaranteed 210 minutes prep time per normal school week.
2. All sixth through twelfth grades classroom teachers will be guaranteed one period per day of preparation time. The definition of classroom teacher will exclude those positions listed in the Administrative Code under Educational Services License Requirements as of 1/9/2003, with the exception of reading specialist. A copy of the code citation for Educational Services Licenses NJAC 6A:9-13 for 1/9/2003 is included as an addendum to this contract.
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 6<sup>th</sup> - 12<sup>th</sup> 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 with the principal at least once a month. 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 one (1) day 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 #4116 related to Evaluations can be found on the District website.
- 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-tenure 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. Tenure teachers are to be evaluated with the adopted tenure teacher evaluation regulations, N.J.A.C. 6:3-4.3.

**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 1<sup>st</sup> 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 1<sup>st</sup> 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 AND CHILD STUDY TEAM**

The Child Study Team and high school guidance counselors are obligated to work a maximum of two weeks during summer months. This two-week period is at the discretion of the Superintendent. Remuneration for this time shall be paid at the rate of 5% of the upcoming year's salary. The remuneration paid during the summer months shall be incorporated into the guidance counselors' and CST members' pensionable salaries.

**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. The Board and the REA agree that 11-month secretaries, prior to June 30, will have the right to voluntarily move their position to a 12-month secretarial position if they wish. The 11-month secretaries will be able to make this choice annually, but not during the course of a school year. The Board reserves the right to post vacant 11-month positions as 12-month positions.

**ARTICLE 22**  
**BUS DRIVERS**

- A. Bus Drivers who are steadily employed will be granted one sick day (to a maximum of ten) 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 five holidays, namely Thanksgiving, Christmas, New Year's Day, Presidents' Day and the Friday after Thanksgiving. Payment will be made at the hourly rate and the number of hours worked per day. This benefit will begin in the third year of the individual's 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.
- 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. 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.
- I. In the event that summer drivers are needed for students, current full time drivers will be given priority to accept this position.

All new full time bus drivers hired will be on a ten-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 \$115 per year for shoe allowance with receipts. 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 7:00 a.m. to 4:00 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. Second shift shall be from 10:00 a.m. to 7:00 p.m. (1 hour for lunch, 30 min. for coffee break) - 6% differential.
  3. Third shift shall be from 3:00 p.m. to 11:00 p.m. (1/2 hour for lunch, no coffee break) - 8% differential.
  4. The shift differential shall be paid only for hours worked on that shift.
- 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 #4217.5. 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. The Board shall provide vacation checks to custodial/maintenance personnel before their vacations, providing that 30 days notice is given, and that the request for delivery of the check will not occur prior to the eighth of the month.
- Q. Stipends will be paid as follows for the duration of the contract:
- |                        |                     |         |
|------------------------|---------------------|---------|
| Head Custodian         | - High School       | \$3,700 |
| Head Evening Custodian | - High School       | \$1,000 |
| Head Custodian         | - Union School      | \$2,400 |
| Head Custodian         | - Pierrepont School | \$2,400 |
| Head Custodian         | - Washington School | \$2,400 |
| Head Custodian         | - Lincoln School    | \$2,400 |

**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 four holidays, namely Thanksgiving, Christmas, New Year's Day, and President's Day. Payment will be made at the hourly rate and the number of hours worked per day. This benefit will begin in the third 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 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 accumulative.

Teacher Assistants will be compensated for five holidays, namely Thanksgiving, Christmas, New Year's Day, Presidents' Day and the Friday after Thanksgiving. Payment will be made at the hourly rate and the number of hours worked per day. This benefit will begin in the third 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**

- A. Parent Education Coordinator: Annual Stipend \$2,000.
- B. Transportation Coordinator: Annual Stipend \$7,200

**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**  
**2010 - 2011**

<b>STEP</b>	<b>BA</b>	<b>BA+15</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>DOC</b>
1	45,535	47,835	50,735	53,735	57,935	60,135
2	46,335	48,635	51,535	54,535	58,735	60,935
3	47,235	49,535	52,435	55,435	59,635	61,835
4	48,235	50,535	53,435	56,435	60,635	62,835
5	49,335	51,635	54,535	57,535	61,735	63,935
6	50,435	52,735	55,635	58,635	62,835	65,035
7	51,664	53,964	56,864	59,864	64,064	66,264
8	53,422	55,722	58,622	61,622	65,822	68,022
9	55,279	57,579	60,479	63,479	67,679	69,879
10	57,561	59,961	62,861	65,861	70,061	72,261
11	59,946	62,346	65,246	68,246	72,446	74,646
12	62,721	65,121	68,121	71,121	75,521	77,721
13	65,968	68,468	71,568	74,568	78,968	81,168
14	69,449	72,249	75,449	78,449	83,149	85,349
15	73,114	76,206	79,506	82,506	87,906	90,106
16			83,608	86,811	93,022	95,222

After September 1, 1975, no faculty can move beyond the BA+15 level without a Master's Degree.

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**  
**2011 - 2012**

<b>STEP</b>	<b>BA</b>	<b>BA+15</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>DOC</b>
1	45,900	48,200	51,100	54,100	58,300	60,500
2	46,700	49,000	51,900	54,900	59,100	61,300
3	47,600	49,900	52,800	55,800	60,000	62,200
4	48,600	50,900	53,800	56,800	61,000	63,200
5	49,700	52,000	54,900	57,900	62,100	64,300
6	50,800	53,100	56,000	59,000	63,200	65,400
7	52,029	54,329	57,229	60,229	64,429	66,629
8	53,787	56,087	58,987	61,987	66,187	68,387
9	55,644	57,944	60,844	63,844	68,044	70,244
10	57,926	60,326	63,226	66,226	70,426	72,626
11	60,311	62,711	65,611	68,611	72,811	75,011
12	63,086	65,486	68,486	71,486	75,886	78,066
13	66,333	68,833	71,933	74,933	79,333	81,553
14	69,814	72,614	75,814	78,814	83,514	85,714
15	73,479	76,571	79,871	82,871	88,271	90,471
16			83,973	87,176	93,387	95,587

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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.

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**RUTHERFORD PUBLIC SCHOOLS**  
**TEACHERS SALARY GUIDE**  
**2012 - 2013**

<b>STEP</b>	<b>BA</b>	<b>BA+15</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>DOC</b>
1	46,246	48,546	51,446	54,446	58,646	60,846
2	47,046	49,346	52,246	55,246	59,446	61,646
3	47,946	50,246	53,146	56,146	60,346	62,546
4	48,946	51,246	54,146	57,146	61,346	63,546
5	50,046	52,346	55,246	58,246	62,446	64,646
6	51,146	53,446	56,346	59,346	63,546	65,746
7	52,375	54,675	57,575	60,575	64,775	66,975
8	54,133	56,433	59,333	62,333	66,533	68,733
9	55,990	58,290	61,190	64,190	68,390	70,590
10	58,272	60,672	63,572	66,572	70,772	72,972
11	60,657	63,057	65,957	68,957	73,157	75,357
12	63,432	65,832	68,832	71,832	76,232	78,432
13	66,679	69,179	72,279	75,279	79,679	81,879
14	70,160	72,960	76,160	79,160	83,860	86,060
15	73,825	76,917	80,217	83,217	88,617	90,817
16			84,319	87,522	93,733	95,933

After September 1, 1975, no faculty can move beyond the BA+15 level without a Master's Degree.

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**  
**2010 - 2011**

<b>STEP</b>	<b>10-Month</b>	<b>11-Month</b>	<b>12-Month</b>	<b>Administrative</b>
1	26,605	29,203	31,800	38,034
2	27,143	29,794	32,446	38,809
3	27,695	30,402	33,108	39,604
4	28,259	31,022	33,785	40,416
5	28,837	31,658	34,479	41,249
6	30,021	32,960	35,899	42,953
7	31,261	34,324	37,387	44,739
8	32,561	35,754	38,947	46,611
9	33,924	37,254	40,583	48,574
10	35,271	38,735	42,199	50,513
11	37,105	40,753	44,400	
12	39,116	42,955	46,803	

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

**RUTHERFORD PUBLIC SCHOOLS**  
**SECRETARIES SALARY GUIDE**  
**2011 - 2012**

<b>STEP</b>	<b>10-Month</b>	<b>11-Month</b>	<b>12-Month</b>	<b>Administrative</b>
1	27,294	29,892	32,489	38,723
2	27,832	30,483	33,135	39,498
3	23,384	31,091	33,797	40,293
4	28,948	31,711	34,474	41,105
5	29,526	32,347	35,168	41,938
6	30,710	33,649	36,588	43,642
7	31,950	35,013	38,076	45,428
8	33,250	36,443	39,636	47,300
9	34,613	37,943	41,272	49,263
10	35,960	39,424	42,888	51,202
11	37,794	41,442	45,089	
12	39,805	43,644	47,492	

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

**RUTHERFORD PUBLIC SCHOOLS**  
**SECRETARIES SALARY GUIDE**  
**2012 - 2013**

<b>STEP</b>	<b>10-Month</b>	<b>11-Month</b>	<b>12-Month</b>	<b>Administrative</b>
1	27,902	30,500	33,097	39,331
2	28,440	31,091	33,743	40,106
3	28,992	31,699	34,405	40,901
4	29,556	32,319	35,082	41,713
5	30,134	32,955	35,776	42,546
6	31,318	34,257	37,196	44,250
7	32,558	35,621	38,684	46,036
8	33,858	37,051	40,244	47,908
9	35,221	38,551	41,880	49,871
10	36,568	40,032	43,496	51,810
11	38,402	42,050	45,697	
12	40,413	44,252	48,100	

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

**RUTHERFORD PUBLIC SCHOOLS**  
**CUSTODIAL/MAINTENANCE GUIDE**  
**2010 - 2011**

<b>Step</b>	<b>Custodian</b>	<b>Maintenance Class B</b>	<b>Maintenance Class A</b>
1	32,206	35,549	38,715
2	32,902	36,318	39,553
3	33,616	37,107	40,413
4	34,348	37,916	41,295
5	35,098	38,744	42,198
6	36,636	40,444	44,050
7	38,250	42,227	45,994
8	40,114	44,287	48,239
9	42,082	46,462	50,610
10	44,157	48,755	53,109
11	47,538	52,491	57,181

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

**RUTHERFORD PUBLIC SCHOOLS**  
**CUSTODIAL/MAINTENANCE GUIDE**  
**2011 - 2012**

<b>Step</b>	<b>Custodian</b>	<b>Maintenance Class B</b>	<b>Maintenance Class A</b>
1	32,748	36,091	39,257
2	33,444	36,860	40,095
3	34,158	37,649	40,955
4	34,890	38,458	41,837
5	35,640	39,286	42,740
6	37,178	40,986	44,592
7	38,792	42,769	46,536
8	40,656	44,829	48,781
9	42,624	47,004	51,152
10	44,699	49,297	53,651
11	48,080	53,033	57,723

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

**RUTHERFORD PUBLIC SCHOOLS**  
**CUSTODIAL/MAINTENANCE GUIDE**  
**2012 - 2013**

<b>Step</b>	<b>Custodian</b>	<b>Maintenance Class B</b>	<b>Maintenance Class A</b>
1	33,254	36,597	39,763
2	33,950	37,366	40,601
3	34,664	38,155	41,461
4	35,396	38,964	42,343
5	36,146	39,792	43,246
6	37,684	41,492	45,098
7	39,298	43,275	47,042
8	41,162	45,335	49,287
9	43,130	47,510	51,658
10	45,205	49,803	54,157
11	48,586	53,539	58,229

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

**RUTHERFORD PUBLIC SCHOOLS**  
**TEACHER ASSISTANT GUIDE**

<b><u>Step</u></b>	<b><u>2010-2011</u></b>	<b><u>2011-2012</u></b>	<b><u>2012-2013</u></b>
1	17.75	18.18	18.68
2	18.28	18.71	19.21
3	18.82	19.25	19.75
4	19.36	19.79	20.29

**RUTHERFORD PUBLIC SCHOOLS**  
**CLERICAL ASSISTANT GUIDE**

<b><u>Step</u></b>	<b><u>2010-2011</u></b>	<b><u>2011-2012</u></b>	<b><u>2012-2013</u></b>
1	16.95	17.38	17.88
2	17.51	17.94	18.44
3	18.09	18.52	19.02
4	18.68	19.11	19.61

**RUTHERFORD PUBLIC SCHOOLS**  
**BUS DRIVERS GUIDE**

<b><u>Step</u></b>	<b><u>2010-2011</u></b>	<b><u>2011-2012</u></b>	<b><u>2012-2013</u></b>
1	22.39	22.82	23.32
2	23.13	23.56	24.06
3	23.87	24.30	24.80

**RUTHERFORD PUBLIC SCHOOLS  
ATHLETICS SALARY GUIDE  
2010-2013**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
<b><u>Tier A</u></b>			
Football Head	9012	9112	9212
Assistant (5)	6278	6378	6478

- Assistant 70% of Tier A Head Coach

<b><u>Tier B</u></b>			
Boys Basketball Head	7645	7745	7845
Assistant (2)	5322	5422	5522
Girls Basketball Head	7645	7745	7845
Assistant (2)	5322	5422	5522
Wrestling Head	7645	7745	7845
Assistant (2)	5322	5422	5522

- Head 85% of Head Football
- Assistant 70% of Tier B Head Coach

<b><u>Tier C</u></b>			
Baseball Head	6734	6834	6934
Assistant (2)	4684	4784	4884
Girls Softball Head	6734	6834	6934
Assistant (2)	4684	4784	4884
Boys Soccer Head	6734	6834	6934
Assistant <del>(2)</del> <u>(1)</u>	4684	4784	4884
Girls Soccer Head	6734	6834	6934
Assistant (1)	4684	4784	4884
Boys Spring Track Head	6734	6834	6934
Assistant (2)	4684	4784	4884
Girls Spring Track Head	6734	6834	6934
Assistant (1)	4684	4784	4884
Swimming Head/Boys/Girls	6734	6834	6934
Assistant (1)	4684	4784	4884

- Head 75% of Head Football
- Assistant 70% of Tier C Head Coach

**Tier D**

Boys Indoor Track Head	6278	6378	6478
Assistant (1)	4365	4465	4565
Girls Indoor Track Head	6278	6378	6478
Cross Country Boys	6278	6378	6478
Cross Country Girls	6278	6378	6478
Volleyball Head	6278	6378	6478
Assistant (2)	4365	4465	4565
Boys Tennis Head	6278	6378	6478
Assistant (1)	4365	4465	4565
Girls Tennis Head	6278	6378	6478
Assistant (1)	4365	4465	4565

- Head 70% of Head Football
- Assistant 70% of Tier D Head Coach

**Tier E**

Bowling	4460	4560	4660
Cheerleader Coaches:			
Fall Head Coach	4460	4560	4660
Assistant (1)	3391	3417	3573
Winter Head Coach	4460	4560	4660
Assistant (1)	3391	3417	3573
Strength Coach (per season)	4460	4560	4660

- Head 50% of Head Football
- Assistant 70% of Tier E Head Coach

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 2010-2013**

2 Class Sponsors-12th @ 1665	3330
2 Class Sponsors-11th @ 1441	2882
2 Class Sponsors-10th @ 1240	2480
1 Class Sponsor-9 <sup>th</sup>	1210
Decathlon	3260
All School Play Director	2365
Senior Play Director	2365
Senior Play Music Director (if musical)	2365
Senior Play Choreographer	1300
Stage Crew Director(s)	3220
Vocal Ensemble (Special Chorus)	1310
Pit Band Director	1300
Jazz/Brass Ensemble	1310
Audio-Visual	1620
Yearbook - Art & Literary	3750
Yearbook - Business	2230
Newspaper	2220
G. O. Collector	3130
Student Council	3260
Band Director	4270
Band Front Director	1730
Percussion Instructor, Band	1740
Drill Instructor, Band	2340
National Honor Society	1210
E.R.A.S.E. Advisor	1305
FBLA	1305
FCCLA	1305
Math Team Advisor	1305
Interact	1305
Mock Trial	1305
Scribe	1305
Heroes and Cool Kids	1305
Popcert Director	2419

**RUTHERFORD PUBLIC SCHOOLS  
ELEMENTARY STUDENT BODY ACTIVITIES  
SALARY GUIDES 2010-2013**

Computers - Union	3151
Computers - Pierrepont	3151
Elementary Band - Union	2002
Elementary Band - Pierrepont	2002
Odyssey of the Mind - Union	1901
Odyssey of the Mind - Pierrepont	1901
Intramurals - Union	1604
Intramurals - Pierrepont	1604
Drama Director - Pierrepont	1601
Drama Director - Union	1601
Choral Director - Union	1400
Choral Director - Pierrepont	1400
Yearbook - Union	801
Yearbook - Pierrepont	801
Student Council - Union	801
Student Council - Pierrepont	801
Class Advisor - 8th - Union	801
Class Advisor - 8th - Pierrepont	801
Safety Patrol Advisor - Union	801
Safety Patrol Advisor - Pierrepont	801
Newspaper/Literary Journal - Pierrepont	702
School Store - Union	602
School Store - Pierrepont	602
Homework Club - Union	602
Homework Club - Pierrepont	602
Service Club - Pierrepont	602
Service Club - Union	602
Music Director - Union	602
Music Director - Pierrepont	602
Elementary Language - Union	401
Elementary Language - Pierrepont	401
Poetry Book - Union	602
Poetry Book Typist - Union	301

**RUTHERFORD PUBLIC SCHOOLS  
HIGH SCHOOL CLUBS  
SALARY GUIDES 2010-2013**

**Tier A**

Art Club	423
Biology Club	423
Chemistry Club	423
French Club	423
Spanish Club	423
Latin Club	423

**Tier B**

Computer Club	525
Drama Club	525
Foreign Language Honor Society	525
Health Career Club	525
Photography Club	525
Physics/Astronomy Club	525
Psychology Club	525

**Tier C**

Chess Club	625
Pep Club	625
Ski Club	625
Varsity Club	625
Amnesty International Club	625
Golf Club	625
Green Club	625
Dance Club	625

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, 2010 and shall continue in effect until June 30, 2013.

APPROVED:

\_\_\_\_\_  
Anthony Bucco  
President

\_\_\_\_\_  
Thom Casadonte, President  
Rutherford Board of Education

\_\_\_\_\_  
Patricia Beggs, Secretary  
Rutherford Education Association

\_\_\_\_\_  
Robert R. Brown, Board Secretary  
Rutherford Board of Education

\_\_\_\_\_  
Date of Approval

\_\_\_\_\_  
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.