

**Agreement Between  
the  
Board of Education of Rutherford  
and the  
Rutherford Education Association  
2019-2022**

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**COLLECTIVE BARGAINING UNIT**

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This Agreement entered into on July 1, 2019, effective from the 1st day of July, 2019 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, 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, 2013, health care insurance coverage provided by the School Employee Health Benefits Plan (SEHBP) under the Direct 15 program.
2. Any benefits-eligible employee hired on or after July 1, 2013 shall only be eligible to participate in the SEHBP Direct 1525 program or Direct Zero 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 the Direct 15 program.
3. 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.
4. Health benefit contribution 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 Health Benefits Contribution Reduction guide.

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.)

5. Members eligible for Direct 15 may buy up to Direct 10; must pay entire difference in premium; such enrollment to be in accordance with open enrollment procedure.

**Chapter 78 Relief Guide for Members with Direct 15 coverage:  
 Rebate amount is based on the level of coverage.**

<b>2019-2020</b>			
	<b>Single</b>	<b>M/S &amp; P/C</b>	<b>Family</b>
less than \$20000	\$55	\$105	\$157
20000-24999	\$69	\$131	\$197
25000-29999	\$92	\$174	\$262
30000-34999	\$115	\$218	\$328
35000-39999	\$138	\$262	\$394
40000-44999	\$161	\$305	\$459
45000-49999	\$207	\$392	\$591
50000-54999	\$275	\$523	\$787
55000-59999	\$460	\$874	\$1,315
60000-64999	\$558	\$1,061	\$1,596
65000-69999	\$623	\$1,185	\$1,783
70000-74999	\$696	\$1,322	\$1,990
75000-79999	\$727	\$1,382	\$2,080
80000-84999	\$760	\$1,444	\$2,173
85000-89999	\$821	\$1,559	\$2,347
90000-94999	\$886	\$1,684	\$2,535
95000-99999	\$918	\$1,745	\$2,626
100000 and over	\$1,013	\$1,924	\$2,896
<b>2020-2021</b>			
	<b>Single</b>	<b>M/S &amp; P/C</b>	<b>Family</b>
less than \$20000	\$57	\$108	\$163
20000-24999	\$71	\$135	\$203
25000-29999	\$94	\$180	\$270
30000-34999	\$118	\$224	\$338
35000-39999	\$142	\$269	\$405
40000-44999	\$165	\$314	\$473
45000-49999	\$213	\$404	\$608
50000-54999	\$283	\$539	\$811
55000-59999	\$473	\$899	\$1,354
60000-64999	\$575	\$1,092	\$1,644
65000-69999	\$642	\$1,220	\$1,836
70000-74999	\$716	\$1,361	\$2,049
75000-79999	\$749	\$1,422	\$2,141
80000-84999	\$782	\$1,486	\$2,237
85000-89999	\$845	\$1,605	\$2,416
90000-94999	\$912	\$1,734	\$2,610
95000-99999	\$945	\$1,796	\$2,704
100000 and over	\$1,043	\$1,981	\$2,982

<b>2021-2022</b>			
	<b>Single</b>	<b>M/S &amp; P/C</b>	<b>Family</b>
less than \$20000	\$64	\$121	\$182
20000-24999	\$73	\$139	\$209
25000-29999	\$97	\$185	\$278
30000-34999	\$122	\$231	\$348
35000-39999	\$146	\$277	\$418
40000-44999	\$170	\$324	\$487
45000-49999	\$219	\$416	\$627
50000-54999	\$292	\$555	\$835
55000-59999	\$488	\$927	\$1,395
60000-64999	\$592	\$1,125	\$1,694
65000-69999	\$661	\$1,257	\$1,892
70000-74999	\$738	\$1,402	\$2,111
75000-79999	\$771	\$1,466	\$2,206
80000-84999	\$806	\$1,532	\$2,305
85000-89999	\$871	\$1,654	\$2,490
90000-94999	\$940	\$1,786	\$2,689
95000-99999	\$974	\$1,851	\$2,786
100000 and over	\$1,074	\$2,041	\$3,073

Member choosing Direct 10 as their plan will receive 105% of the amount shown on the Direct 15 chart

Members choosing D1525 as their plan will receive 97% of the amount shown on the Direct 15 chart

Members choosing Direct Zero as their plan will receive 84% of the amount shown on the Direct 15 chart

**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. 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 (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
  - 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 vacation purposes.
  - b. Excused absence without reason provided may not be used during the month of June.
  - c. 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.
  - c. For funeral services not covered in Section B, "Bereavement."
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,	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:

After 18 years	\$2,408.00
After 20 years	\$2,675.00
After 25 years	\$3,210.00
After 30 years	\$3,745.00

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:

After 15 years	\$1,338.00
After 20 years	\$1,873.00
After 25 years	\$2,675.00
After 30 years	\$3,210.00

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:

After 15 years	\$ 910.00
After 20 years	\$1,177.00
After 25 years	\$1,445.00
After 30 years	\$1,712.00

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 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
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

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 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

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.
  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, which shall not mean class coverage for a teacher who is absent for a full day.
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.  
  
To the extent possible, special education teachers will be allowed comparable administrative time as their grade level counterparts.
6. Changes to the district grade level configuration and schedule will be allowed as long as the teaching load remains the same.

J. Teacher Preparation Time

1. Elementary school teachers will be guaranteed 210 minutes prep time per normal school week.
2. 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 - 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 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 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, Guidance Counselors and Student Assistance Counselors are obligated to work a maximum of 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. 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. 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 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) 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 four 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 \$115 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.
  - 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. 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	Pierrepoint School	\$2,400
Head Custodian	Washington School	\$2,400
Head Custodian	Lincoln School	\$2,400
Head Custodian	Kindergarten Center	\$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 five holidays, namely Thanksgiving, the Friday after Thanksgiving, Christmas, New Year's Day, and President's Day. 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 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 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**

Parent Education Coordinator: Annual Stipend \$2,000.

**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**  
**2019 - 2020**

Step	BA	BA+15	MA	MA+15	MA+30
1	50,814	52,977	56,549	59,747	64,089
2	51,501	54,001	57,259	60,299	64,847
3	51,627	54,118	57,259	60,508	65,056
4	52,494	54,985	58,125	61,374	65,923
5	53,468	55,959	59,100	62,349	66,897
6	54,552	57,042	60,183	63,432	67,980
7	55,743	58,234	61,374	64,623	69,172
8	56,934	59,425	61,566	65,814	70,363
9	58,384	60,865	64,038	67,284	71,842
10	60,292	62,773	65,917	69,192	73,750
11	62,852	65,371	67,932	71,207	75,765
12	65,351	67,979	71,154	74,439	79,041
13	67,962	70,590	73,818	77,050	81,649
14	70,988	73,626	76,911	80,181	84,993
15	74,557	77,294	80,685	83,954	88,791
16	77,209	80,217	84,934	88,203	93,403
17	80,096	83,376	87,959	91,293	97,185
18	-	-	91,219	94,618	101,203

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**  
**2020 - 2021**

<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>
1	51,549	53,712	57,284	60,482	64,824
2	52,236	54,736	57,994	61,034	65,582
3	52,362	54,853	57,994	61,243	65,791
4	53,229	55,720	58,860	62,109	66,658
5	54,203	56,694	59,835	63,084	67,632
6	55,287	57,777	60,918	64,167	68,715
7	56,478	58,969	62,109	65,358	69,907
8	57,669	60,160	62,301	66,549	71,098
9	59,119	61,600	64,773	68,019	72,577
10	61,027	63,508	66,652	69,927	74,485
11	63,587	66,106	68,667	71,942	76,500
12	66,086	68,714	71,889	75,174	79,776
13	68,697	71,325	74,553	77,785	82,384
14	71,723	74,361	77,646	80,916	85,728
15	75,292	78,029	81,420	84,689	89,526
16	77,944	80,952	85,669	88,938	94,138
17	81,096	84,376	88,694	92,028	97,920
18	-	-	92,219	95,618	102,203

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**  
**2021-2022**

<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>
1	52,304	54,467	58,039	61,237	65,579
2	52,991	55,491	58,749	61,789	66,337
3	53,117	55,608	58,749	61,998	66,546
4	53,984	56,475	59,615	62,864	67,413
5	54,958	57,449	60,590	63,839	68,387
6	56,042	58,532	61,673	64,922	69,470
7	57,233	59,724	62,864	66,113	70,662
8	58,424	60,915	63,056	67,304	71,853
9	59,874	62,355	65,528	68,774	73,332
10	61,782	64,263	67,407	70,682	75,240
11	64,342	66,861	69,422	72,697	77,255
12	66,841	69,469	72,644	75,929	80,531
13	69,452	72,080	75,308	78,540	83,139
14	72,478	75,116	78,401	81,671	86,483
15	76,047	78,784	82,175	85,444	90,281
16	78,699	81,707	86,424	89,693	94,893
17	82,096	85,376	89,449	92,783	98,675
18	-	-	93,219	96,618	103,203

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**  
**SECRETARIES SALARY GUIDE**  
**2019-2020**

<b>Step</b>	<b>10 Month</b>	<b>11 Month</b>	<b>12 Month</b>	<b>Administrative</b>
1	30,550	33,798	36,501	42,280
2	30,750	33,849	36,584	42,867
3	30,950	33,900	36,667	43,331
4	31,150	33,951	36,750	43,470
5	31,730	34,588	37,446	44,305
6	32,325	35,243	38,160	45,162
7	32,556	35,911	38,890	46,037
8	33,556	36,597	39,638	46,935
9	34,832	38,000	41,168	48,772
10	36,169	39,471	42,772	52,715
11	37,570	41,012	44,454	53,773
12	39,925	43,599	47,276	54,830
13	42,280	46,186	50,098	57,141
14	44,856	48,994	53,142	-

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

**RUTHERFORD PUBLIC SCHOOLS**  
**SECRETARIES SALARY GUIDE**  
**2020-2021**

<b>Step</b>	<b>10 Month</b>	<b>11 Month</b>	<b>12 Month</b>	<b>Administrative</b>
1	31,050	34,298	37,001	42,780
2	31,250	34,349	37,084	43,367
3	31,450	34,400	37,167	43,831
4	31,650	34,451	37,250	43,970
5	32,230	35,088	37,946	44,805
6	32,825	35,743	38,660	45,662
7	33,056	36,411	39,390	46,537
8	34,056	37,097	40,138	47,435
9	35,332	38,500	41,668	49,272
10	36,669	39,971	43,272	53,215
11	38,070	41,512	44,954	54,273
12	40,425	44,099	47,776	55,330
13	42,780	46,686	50,598	57,816
14	45,531	49,669	53,817	-

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

**RUTHERFORD PUBLIC SCHOOLS**  
**SECRETARIES SALARY GUIDE**  
**2021-2022**

<b>Step</b>	<b>10 Month</b>	<b>11 Month</b>	<b>12 Month</b>	<b>Administrative</b>
1	31,740	34,988	37,691	43,470
2	31,940	35,039	37,774	44,057
3	32,140	35,090	37,857	44,521
4	32,340	35,141	37,940	44,660
5	32,920	35,778	38,636	45,495
6	33,515	36,433	39,350	46,352
7	33,746	37,101	40,080	47,227
8	34,746	37,787	40,828	48,125
9	36,022	39,190	42,358	49,962
10	37,359	40,661	43,962	53,905
11	38,760	42,202	45,644	54,963
12	41,115	44,789	48,466	56,020
13	43,470	47,376	51,288	58,666
14	46,381	50,519	54,667	-

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

**RUTHERFORD PUBLIC SCHOOLS**  
**CUSTODIAL/MAINTENANCE GUIDE**  
**2019-2020**

<b>Step</b>	<b>Custodian</b>	<b>Maintenance Class B</b>	<b>Maintenance Class A</b>
1	38,868	44,096	47,478
2	39,013	44,296	47,688
3	39,158	44,496	47,898
4	39,303	44,696	48,108
5	40,053	45,525	49,012
6	40,823	46,375	49,939
7	41,612	47,247	50,889
8	42,421	48,140	51,863
9	44,078	49,972	53,859
10	45,818	51,894	55,955
11	47,827	54,115	58,374
12	49,949	58,931	63,624
13	55,830	62,958	68,013

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

**RUTHERFORD PUBLIC SCHOOLS**  
**CUSTODIAL/MAINTENANCE GUIDE**  
**2020-2021**

<b>Step</b>	<b>Custodian</b>	<b>Maintenance Class B</b>	<b>Maintenance Class A</b>
1	40,058	45,286	48,668
2	40,203	45,486	48,878
3	40,348	45,686	49,088
4	40,493	45,886	49,298
5	41,243	46,715	50,202
6	42,013	47,565	51,129
7	42,802	48,437	52,079
8	43,611	49,330	53,053
9	45,268	51,162	55,049
10	47,008	53,084	57,145
11	49,017	55,305	59,564
12	51,139	60,121	64,814
13	57,020	64,148	69,203

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



**RUTHERFORD PUBLIC SCHOOLS**  
**CUSTODIAL/MAINTENANCE GUIDE**  
**2021-2022**

<b>Step</b>	<b>Custodian</b>	<b>Maintenance Class B</b>	<b>Maintenance Class A</b>
1	41,028	46,256	49,638
2	41,173	46,456	49,848
3	41,318	46,656	50,058
4	41,463	46,856	50,268
5	42,213	47,685	51,172
6	42,983	48,535	52,099
7	43,772	49,407	53,049
8	44,581	50,300	54,023
9	46,238	52,132	56,019
10	47,978	54,054	58,115
11	49,987	56,275	60,534
12	52,109	61,091	65,784
13	57,990	65,118	70,173

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>2019-2020</u></b>	<b><u>2020-2021</u></b>	<b><u>2021-2022</u></b>
1	19.58	19.60	19.81
2	19.97	19.99	20.20
3	20.36	20.38	20.59
4	20.76	20.78	20.99
5	22.50	22.71	22.97

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

<b><u>Step</u></b>	<b><u>2019-2020</u></b>	<b><u>2020-2021</u></b>	<b><u>2021-2022</u></b>
1	19.13	19.15	19.36
2	19.51	19.53	19.74
3	19.89	19.91	20.12
4	20.29	20.31	20.52
5	22.17	22.38	22.64

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

<b><u>Step</u></b>	<b><u>2019-2020</u></b>	<b><u>2020-2021</u></b>	<b><u>2021-2022</u></b>
1	25.71	25.73	25.94
2	25.96	25.98	26.19
3	26.21	26.23	26.44
4	26.35	26.37	26.58
5	26.88	26.9	27.11
6	27.42	27.44	27.65
7	27.95	28.16	28.42

**RUTHERFORD PUBLIC SCHOOLS  
ATHLETICS SALARY GUIDE  
2019-2022**

<b>Tier A Head Coach</b>	9960	Football
<b>Assistant Coaches</b>	6973	Football Assistant (5)
<b>Tier B Head Coaches</b>	8466	Basketball (Boys & Girls); Wrestling; Spring Track Coordinator; Swim Coordinator
<b>Assistant Coaches</b>	5927	Basketball (Boys & Girls) Asst. (2) each team; Wrestling Assistant (1)
<b>Tier C Head Coaches</b>	7775	Baseball; Softball; Soccer (Boys & Girls); Indoor Track Coordinator; Cross Country Coordinator
<b>Assistant Coaches</b>	5443	Baseball & Softball Assistant (2) Soccer Assistant (1) each team Spring Track Assistant (4); Swim Assistant
<b>Tier D Head Coaches</b>	6972	Volleyball; Tennis (Boys & Girls)
<b>Assistant Coaches</b>	4880	Indoor Track Assistant (2); Cross Country Assistant (1); Volleyball Assistant (2); Tennis Assistant (1) each team
<b>Tier E Head Coaches</b>	4980	Bowling; Cheerleader Fall; Cheerleader Winter; Strength Coach (per Season)
<b>Assistant Coaches</b>	3735	Cheerleader Assistant Fall (1); Cheerleader Winter Assistant (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 2019-2022**

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 @1803	3606
2 Class Sponsors-11th @1560	3120
2 Class Sponsors-10th @1343	2686
1 Class Sponsors-9th	1310
Decathlon	3502
All School Play Director	2561
Senior Play Director	2561
Senior Play Music Director (if Musical)	2561
Senior Play Choreographer	1408
Stage Crew Director	3459
Vocal Ensemble (Special Chorus)	1418
Pit Band Director	1418
Jazz/Brass Ensemble	1418
RTV	2221
Year Book Art & Literary	4028
Year Book Business	1207
Graduation Coordinator	1207
Newspaper	2403
G.O. Collector	3366
Student Council	3502
Band Director	4588

Band Front Director	1877
Percussion Instructor Band	1883
Drill Instructor, Band	2533
National Honor Society	1312
E. R. A. S. E. Advisor	1413
FBLA	1413
FCCLA	1413
Math Team Advisor	1413
Interact	1413
Mock Trial	1413
Scribe	1413
Hero's & Cool Kids	1413
Popcert Director	2167

**RUTHERFORD PUBLIC SCHOOLS  
ELEMENTARY STUDENT BODY ACTIVITIES  
SALARY GUIDES 2019-2022**

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	2082
Union	Steam	2005
Union	Odyssey of the Mind	1977
Union	Drama Director	1665
Union	Choral Director	1456
Union	Rachel's Club Grade 7	881
Union	Rachel's Club Grade 8	881
Union	YearBook	833
Union	Student Council	833
Union	Class Advisor 8th Grade	833
Union	Service Club	626
Union	Music Director	626
Union	Studio Art	417
Union	World Lang. Union	417
Union	Newsletter/Publicity Union	156
Pierrepont	Elementary Band	2082
Pierrepont	Odyssey of the Mind	1977
Pierrepont	Intramurals	1668

Pierrepont	Drama Director	1665
Pierrepont	Choral Director	1456
Pierrepont	YearBook	833
Pierrepont	Friends of Rachel	833
Pierrepont	School Store	626
Pierrepont	Fitness Club	626
Pierrepont	Service Club	626
Pierrepont	Music Director	626
Pierrepont	Art Club	417
Pierrepont	Green Club	417
Pierrepont	STEM Club	417
Pierrepont	Entrepreneur club	365
Pierrepont	World Language	365
Pierrepont	Sign Language Club	365
Pierrepont	Newsletter/Publicity	156
Lincoln	Tech. Adv. Lincoln	520
Lincoln	Newsletter/Publicity Lincoln	156
Washington	Tech. Adv. Washington	520
Washington	Newsletter/Publicity Washington	156
K-Center	Tech. Adv	520
K-Center	Newsletter/Publicity	156



**RUTHERFORD PUBLIC SCHOOLS  
HIGH SCHOOL CLUBS  
SALARY GUIDES 2019-2022**

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	458
Biology Club	458
Chemistry Club	458
French	458
Spanish	458
Yoga Club	458
GSA	458
Computer	568
Drama	568
World Language Honor Society	568
Health Career Club	568
Photography Club	568
Physics and Engineering	568
Psychology	568
Robotics Club	568
Chess	677
Pep	677
Ski	677
Varsity	677
Amnesty International	677
Golf	677
Green	677
Junior States of America	677

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, 2019 and shall continue in effect until June 30, 2022.

APPROVED:

*David Padilla*  
Co-President, REA

*Kevin McLean*, President  
Rutherford Board of Education

*Justin Van Dyk*  
Co-President, REA

*Carol Gearity*, Secretary  
Rutherford Education Association

*Joseph Kelly*, Board Secretary  
Rutherford Board of Education

June 24, 2019  
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.