

Contract no. 1739

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AGREEMENT

EAST RUTHERFORD BOARD OF EDUCATION

with

EAST RUTHERFORD EDUCATION ASSOCIATION

1992-93

1993-94

1994-95

PREAMBLE

This AGREEMENT entered into this 24th day of September, 1992 by and between the Board of Education of East Rutherford, County of Bergen, New Jersey, hereinafter called the "Board" and the East Rutherford Education Association, hereinafter called the "Association."

W I T N E S E T H :

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the East Rutherford School District is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service and

WHEREAS, the members of the teaching profession are particularly qualified to advise the formulation of policies and programs designed to improve educational standards, and

WHEREAS, the Board has an obligation, pursuant to Chapter 123, Public Laws of 1974, to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in the AGREEMENT,

In consideration of the following mutual covenants IT IS HEREBY AGREED as follows:

ARTICLE I

RECOGNITION

A. The board hereby recognizes the Association as exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all certificated personnel, whether under contract, on leave, on a per diem basis, employed or to be employed by the Board, including:

Classroom Teachers
Coaches, Extra /Co-Curricular Advisors, Coordinators
Nurses
Guidance Counselors
Librarians

B. Unless otherwise indicated, the term "Teachers" when used hereafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined.

C. Prior to September 30 of each year, or at least thirty (30) days prior to the Association's rights to negotiate a Successor Agreement as provided in Article II hereof, the Association will submit proof to the Board that it is still the majority representative of the negotiating unit as defined above.

ARTICLE II

NEGOTIATION PROCEDURE

A. The Parties agree to enter into collective negotiations over a Successor Agreement in accordance with Chapter 123, Public Laws 1974.

B. Negotiations will begin not later than December 1st of the calendar year preceding the calendar year in which this Agreement expires. In the event either party desires a change in the current Agreement, notice should be given to the other party by Certified Mail, return receipt requested, to be received not later than December 1st, setting forth which Articles are to be negotiated, it being understood that every Article to be so negotiated must be specifically set forth in said notice. If such notice is not received by the other party by December 1st as aforesaid, the terms and conditions of this Agreement will continue for a full year following its expiration date.

C. This Agreement shall not be modified in whole or in part by the parties except by an instrument mutually agreed upon in writing duly executed by both parties.

ARTICLE III

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. The term "grievance" means a complaint by any employee or group of employees that, as to him/her or them, there has been an inequitable, improper or unjust application, interpretation or violation of a policy, agreement, or administrative decision affecting said employee or employees.

2. The term "grievance" and the procedure relative thereto shall not be deemed applicable in the following instance:

The failure or refusal of the Board to renew a contract of a non-tenure employee.

3. The term "employee" shall be defined as in Article I, paragraph A.

4. 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.

5. The term "immediate superior" shall mean the person to whom the aggrieved employee is directly responsible under the Table of Organization prevailing in this school district.

6. The term "party" means an aggrieved employee, his/her immediate superior, the school principal, or any staff member below the Chief School Administrator who may be affected by the determination of the Chief School Administrator in connection with the procedure herein established.

7. The term "day" shall mean a regularly scheduled day when school is actually in session.

B. PROCEDURE

1. Any aggrieved employee shall institute action under the provisions hereof within thirty (30) days of the occurrence complained of, or within thirty (30) days after he/she would reasonably be expected to know of its occurrence. Failure to act within said thirty (30) day period shall be deemed to constitute an abandonment of the grievance.

2. An employee or his/her representative processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal. The aggrieved person and/or his/her representative shall have access to all written records within his/her own personnel folder in the presence of an administrator within 48 hours of the request.

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 stop in his/her appeal. A minority organization shall not have the right to present or process a grievance.

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. The aggrieved party shall file a written grievance with the Faust School principal. A hearing shall be scheduled by aggrieved party's immediate superior within 15 days following the receipt of written grievance. 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 participate in said hearing. A decision shall be rendered within ten (10) days of hearing.

6. If the grievance is not resolved or a decision rendered to the employee's satisfaction within ten (10) days from the determination referred to

in Paragraph 5 above, the employee shall submit his/her grievance to the Chief School Administrator 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. If the grievance is not submitted to the Chief School Administrator within ten days, the matter will automatically be considered resolved.

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 Chief School Administrator 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 Chief School Administrator shall, in writing, advise the employee and his/her representative, if there be one, of his/her 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 Chief School Administrator 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, within ten (10) days of the failure of the Chief School Administrator to act or within ten (10) days of the determination by him/her, the aggrieved employee may appeal to the Board of Education.

II. Where an appeal is taken to the Board, there shall be submitted by the appellant the writing set forth in Paragraphs 6 and 9, and a further

statement in writing, setting forth the appellant's dissatisfaction with the Chief School Administrator's action. A copy of said statement shall be furnished to the Chief School Administrator and to the adverse party.

12. If the appellant, in his/her appeal to the Board, does not request a hearing, 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 adverse 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 on a date and at a time agreed upon by both parties. Said hearing must be held within ten (10) days following receipt of appellant's written request.

13. The Board shall make a determination within thirty (30) days from the date of said hearing or meeting regarding the grievance and shall, in writing, notify the employee, his/her representative, if there be one, the principal, and the Chief School Administrator of its determination. This time period may be extended by mutual agreement of the parties.

14. In the event an employee is dissatisfied with the determination of the Board, he/she shall have the right to request advisory arbitration pursuant to the rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 123, Laws of 1974.

A request for advisory arbitration shall be made no later than fifteen (15) days following the determination of the Board. Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved employee and the Board shall mutually agree upon a longer period within which to assert such a demand.

In the event of arbitrations, the costs of the arbitrator's services shall be shared by the parties and each of the parties shall bear his/her own costs.

15. In the event a grievance should be filed by any 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 Chief School Administrator, and if dissatisfied with the determination, may appeal to the Board in accordance with the provisions herein set forth.

16. In any case where a grievance is based upon the direct order, ruling or determination of the Chief School Administrator, the aggrieved employee may appeal to the Board within ten (10) days of the issuance of said order, ruling or directive, or with ten (10) days of the time when same has been brought to the employee's attention, by filing with the Secretary of the Board a writing setting forth:

- a. The order, ruling or determination complained of;
- b. The basis of the complaint;
- c. A request for a hearing if a hearing is desired.

A copy of the writings setting forth the above shall be served upon the Chief School Administrator who shall have the right to reply in writing thereto. A copy of such reply shall be served upon the aggrieved employee.

17. Upon the receipt of a grievance filed under the provisions of Paragraph 16, the procedure shall be as set forth in Paragraphs 12 and 13.

18. All employees shall be entitled to resort to the full procedure hereinabove set forth.

19. When an aggrieved party is not represented by the Association, the Association President or Vice President shall have the right to be present and to state its views at all stages of the grievance procedure.

ARTICLE IV

TEACHER RIGHTS

A. Pursuant to Chapter I23, Public Laws of 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join, and support of the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for their mutual aid and protection. As a duly selected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter I23, Public Laws of 1974, or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms of conditions of employment by reason of his/her membership in the Association and its affiliates, his/her participation in any collective negotiations with the Board or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

C. Whenever any teacher is required to appear before the Chief School Administrator, Board or any committee or member thereof, concerning any matter which could adversely affect the continuation of that teacher in his/her office, position or employment or the salary or any increments pertaining thereto, then said teacher shall be given prior written notice of the reasons for such meeting or interview, and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.

D. The teacher shall maintain the exclusive right and responsibility to determine grades and other evaluations of students within the grading policies of the East Rutherford School District based upon his/her professional judgment of available school criteria pertinent to any given subject area or activity to which he/she is responsible. No grade or evaluation shall be changed without consultation with the teacher.

E. Criticism of teachers: It is the desire of the Board of Education that any reprimand of a staff member not be done at public gatherings.

F. The Board of Education shall provide each new employee all information necessary for employment, including available health insurance and a contract agreement within the first five (5) working days.

ARTICLE V

ASSOCIATION RIGHTS

AND PRIVILEGES

A. The Association and its representatives may use school buildings at all reasonable hours for meetings. The principal of the building in question shall be notified in advance of the time and place of all such meetings, and may approve the use of the school building.

B. The Association may use school facilities and equipment including typewriter, mimeographing machines, other duplicating equipment, calculating machines, at reasonable times, when such equipment is not otherwise in use. However, the prior approval of the principal or his/her designated representative must be obtained. The Association will provide all material and supplies at its own cost and expense.

C. The Association may have the right to use the interschool mail facilities and school mail boxes as it deems necessary with the prior approval of the Chief School Administrator of Schools.

D. The President of the East Rutherford Education Association shall be allowed one (1) free period a week in which to conduct official Association business in addition to ARTICLE VI, SECTION E.

E. At least thirty (30) days prior to any official Board action which will cause a reduction in force of covered employees to occur, the Administration shall notify the Association of the impending action.

ARTICLE VI

TEACHER EMPLOYMENT

A. Each teacher shall be placed on his/her proper step of the salary schedule as of the beginning of the 1971-72 school year as set forth below:

Credit up to the 4th step of any salary level on the Teacher Salary Schedule shall be given for previous outside teaching experience in a duly accredited school upon initial employment in accordance with the provisions of said Schedule. Up to four (4) years of military service shall be recognized as equivalent years of service on the guide.

B. Previously accumulated unused sick leave will be restored to all returning teachers.

C. Teachers shall be notified of their contract and salary status for the ensuing year as per NJSA 18A 27-10.

D. It is incumbent upon every member of the professional staff to inform the administration of intention not to return to the school system in the next school year no later than April 30th.

E.1 Each teacher assigned to Grades Pre-K - 8 shall have 225 minutes of uninterrupted preparation time per week in minimum increments of 30 minutes each (total of 7 + 15 minutes), for 1992-3, 1993-94, 1994-5. It is desirable for each teacher to have at least one uninterrupted preparation period per day

E.2. There shall be up to one hundred eighty one (181) pupil contact days at the discretion of the Administration

E.3. Teachers are required to attend three after school meetings per year without compensation based on the following parameters: not on Fridays, start no later than 3:15pm, no longer than one hour in length, and dates of these meetings to be announced by September 15th of each school year.

F. The practice of using a regular teacher as a substitute thereby depriving him/her of his/her preparation period is undesirable and shall be discouraged. In those cases where regular substitutes are not available, regular teachers who volunteer may be assigned to serve in lieu of substitutes. Volunteers and assigned teachers shall be paid \$20.00 per period. In those cases where regular substitutes are not available, and two (2) classes are to be combined for the day, or a major part thereof, the teacher in charge will be paid the same as the volunteer or assigned substitute. Such coverage shall be arranged by the principal of the school in question and shall be distributed as equitably as possible among the teachers of said school.

Any staff member assigned library supervision with more than one (1) class, totaling more than 23 students, shall be given said compensation for the period.

G.1. Beginning with the 1984-85 school year, there will be one session on the Wednesday before Thanksgiving. Dismissal will be at as follows: Grades K-4 will be at 12:40 PM, Grades 5-8 will be at 12:33 PM, Pre-K AM session hours will be 8:30 am to 11:00 am, and the PM session will be 10:10 am to 12:40 pm.

G.2. Teachers shall be paid at the rate of \$20.00 per night for all mandatory teacher assignments which are conducted after school, except: Back to School Night, Winter/Spring Concerts, School Fair and Graduation.

H. Teacher Assignments: Each presently employed teacher who is rehired shall be given written notice of teaching assignment for the following year no later than one (1) week before the last day of student attendance, and of room assignment no later than one (1) week before the first day of student attendance. The Board reserves the right to change teacher assignment and/or classroom assignment in the event of change in teaching personnel after June 1.

In the event that changes in such assignments are made, the teacher affected shall be notified promptly and will have the right to a conference with the administrator in charge of scheduling.

1. Commendations and Reprimands:

Section 1 - Commendations

- 1.1 All commendations received shall be placed in the employee's file.
- 1.2 The employee shall be notified of such commendations.

Section 2 - Reprimand Procedure

- 2.1 When a reprimand is to be placed in a teacher's personnel file, the teacher shall receive a copy. The employee shall have the right to know the identity of the complainant if other than the signee of the reprimand.
- 2.2 Any reprimand in a teacher's file shall be reviewed at two (2) year intervals between the teacher and Chief School Administrator at the request of the employee to determine if the reprimand is to be removed or remain. The employee will be notified of results in writing.

ARTICLE VII

SALARIES

A.1. The salaries of all teachers and provisions covered by this Agreement are set forth in the Schedule entitled the "East Rutherford Public Schools Teachers' Salary Guide 1992-93, 1993-94, 1994-95" attached hereto and made a part thereof.

A.2. Salary for coaches, Extra/co-curricular advisors, and coordinators as referred to in Schedule B.

A.3 In September, employees will be paid on the first Friday school is in session. All other paychecks will be distributed as done previously.

B. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.

C. Teachers may, individually, elect to have any amount of their monthly salary deducted from their pay. These fund shall be deposited in the South Bergen Federal Credit Union, 61-63 Morris Avenue, Garfield, New Jersey.

D. Teachers shall be paid at the rate of:
\$25.00 per hour for 1992-95
for home instruction or tutoring.

E. A teacher new to the East Rutherford School District shall be placed at the initial step of the appropriate training level on the salary program. Such teacher shall not, however, be employed at a salary larger than any presently employed teacher having the same experience and degree level, based on a college transcript.

F. The Board reserves the right to withhold any increment in accordance with Title 18A:29-4.

G. At nineteen (19) years' service in the district, \$750.00 will be added to the teacher's base salary, and at twenty five (25) years' service in the district, \$1,000.00 will be added to the teacher's base salary. In addition, an employee will receive a one-time payment of \$1,000.00 at 20, 25, 30, 35, 40 and 45 year anniversaries.

H. In order to increase the incentive for the maximum teacher attendance, the following provision is provided:

- I. At legal retirement time, a teacher will be compensated \$25.00 per day for number of days over eighty (80) accumulated sick days up to \$3,000.00.
2. In the event of the death of a teacher prior to retirement from the East Rutherford School District, said payment shall be made to the estate of said teacher.

I. Teachers who are required to utilize their automobiles during the school day in order to perform their teaching duties shall be compensated at the I.R.S. rate. This covers commuting from school to school, not for conferences, workshops, etc. unless specified in the recommendation of the Chief School Administrator for Board of Education Approval.

ARTICLE VIII

P R O M O T I O N S

Promotional positions are defined as follows:

Positions paying a salary differential and/or positions on the administrative-supervisory level of responsibility including but not limited to Chief School Administrator, Principal, Vice-Principal, Director, and Chairman. All vacancies in promotional positions, including specialists and/or special projects teachers, pupil personnel workers, and positions in programs funded by the Federal Government shall be adequately publicized by the Chief School Administrator 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, ordinarily at least thirty (30) days before the final date when applications must be submitted and in no event less than fifteen (15) days before such date. A copy of 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 Chief School Administrator within the time limit specified in the notice, and the Chief School Administrator shall acknowledge promptly in writing the receipt of all such applications. Applications shall be kept on file in the Chief School Administrator's office for continual consideration for future vacancies until the office is notified in writing by an applicant that the application is withdrawn.

B. Teachers who desire to apply for a promotional position which may be filled during the summer period when school is not regularly in session shall submit their names to the Chief School Administrator, together with the position(s) for which they desire to apply, and an address where they can be reached during the summer. The Chief School Administrator shall notify such teachers of any vacancy in a position for which they desire to apply. Such notice shall be sent as far in advance as practicable, ordinarily at least twenty-one (21) days before the final date when applications must be submitted and in

no event less than fourteen (14) days before such date. In addition, the Chief School Administrator shall, within the same period, post a list of promotional positions to be filled during the summer period at the administration office in each school, and a copy of said notice shall be given to the Association.

When an application is made for a position by an employee, the applicant will be given a written reply to his/her application within thirty (30) days after a decision has been made.

ARTICLE IX

TEMPORARY LEAVE OF ABSENCE

As of the beginning of the 1971-72 school year, teachers shall be entitled to the following temporary non-cumulative leaves of absence with full pay each school year:

A. Two (2) days' leave of absence for personal, legal, business, household, or family matters which require absence during school hours. Application to the teacher's principal or other immediate superior for personal leave shall be made at least one (1) day before taking such leave (except in the case of an emergency).

B. Up to three (3) days for two (2) representatives of the Association to attend conferences and conventions of State and National affiliated organizations without compensation.

C. Up to five (5) days at any one time in the event of death of a teacher's spouse, child, parent, grandparent, brother or sister; up to three (3) days at any one time in the event of death of a teacher's father-in-law, mother-in-law, son-in-law, daughter-in-law, step-parents, and grandchildren.

D. Teachers shall be granted one (1) day in the event of death of a teacher's relative outside the teacher's immediate family as defined above.

In the event of the death of a teacher or student in the East Rutherford School District, the principal or immediate superior of said teacher, or student shall grant to an appropriate number of teacher sufficient time off to attend the funeral.

E. Up to a total of five (5) days at the end of a school year and/or at the beginning of a school year, as may be required, to attend summer school

classes and/or to travel to the place where such classes are to be held, at the discretion of the Board.

F. Other leaves of absence with pay may be granted by the Board for good reason.

Leaves taken pursuant to Section F above shall be in addition to any sick leave to which the teacher is entitled.

ARTICLE X

EXTENDED LEAVES OF ABSENCE

A. Leaves of absence with or without pay may be granted by the Board for good reason and must be applied for in writing.

B. All benefits to which a teacher was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, shall be restored to him/her upon his/her return, and he/she shall be assigned to the same position which he/she held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.

C. All extensions or renewals of leaves shall be applied for in writing prior to March 15th, and if approved, granted in writing within thirty (30) days thereafter.

D. When absence due to prolonged illness or injury exceeds the annual sick leave and the accumulated sick leave in any school year, the Board of Education shall pay any such person each day's salary less the compensation of a substitute for such time as may be determined at the Board of Education's discretion in each individual case during that school year. Verification of such illness or injury by the employee's doctor shall be submitted by the employee. A day's salary is defined as 1/200 of the annual salary.

E. A leave of absence without pay for up to six (6) months shall be granted for the purpose of caring for a sick member of the employee's immediate family. Immediate family shall be defined as the employee's spouse, child, son-in-law, parent, father-in-law, mother-in-law, daughter-in-law, brother or sister. Up to six (6) months shall be granted as a single block of time and shall not be used in part. Each employee shall be eligible to request said leave no more than once in any five (5) year period and sick leave shall be defined as prolonged and catastrophic in nature. No more than two (2) teachers shall be given this leave at any one time.

ARTICLE XI

SUBSTITUTES

A. Positions which are vacant because teachers are temporarily absent or on leave shall, to the extent possible, be filled by personnel who have fully met the appropriate certification requirements of the New Jersey State Board of Examiners.

B. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers should call the responsible party as soon as possible to report unavailability to enable the administration to arrange for a substitute. Substitutes shall be paid in accordance with Policy #4121.1.

ARTICLE XII

INSURANCE

As of the beginning of the 1971-72 school year, the Board, after agreement with the Association regarding appropriate insurance carriers, shall provide the health-care insurance protection. The Board shall pay the full premium for each teacher and, in cases where appropriate, for family plan coverage.

For each teacher who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1st and ending August 31st; when necessary, premiums on behalf of the teacher shall be made to assure uninterrupted participation and coverage.

The Board shall pay full premium for each teacher, and, in cases where appropriate, for family plan coverage for dental benefits provided by Delta Plan of New Jersey, Inc. (Program II Delta Dental Plan, 80/20 UCR, for 1992-3, 1993-4, 1994-5).

The Board shall pay the full premium for an optical plan, entitled the Vision Services Plan B, for each employee and his/her family. Premium shall not exceed \$151.20 per staff member per year.

The Board shall provide to each teacher a description of the Health Care Insurance Coverage provided under this article which shall include a clear description of conditions and limits of coverage listed above not later than the beginning of the school year said coverage begins.

If the Board changes carriers, the benefits of the new carrier shall be equal to the existing plan.

ARTICLE XIII

GRADUATE CREDITS

A. All credits beyond a B.A. must be Graduate Credits. Approval by the Chief School Administrator is necessary except for teachers enrolled in a certificated program or matriculated into an advanced degree program in a field related to teaching. Full-time teachers who take graduate courses at an accredited college or university, as approved by the Chief School Administrator shall be reimbursed at a rate up to but not to exceed the Rutgers September, 1992, Graduate rate per credit up to a maximum of six (6) credits per teacher, per year.

B. To be eligible for reimbursement, teachers must submit a course description to the Chief School Administrator and obtain the Chief School Administrator's approval that the course is eligible for reimbursement, prior to registration. To obtain reimbursement, the teacher must submit a grade report which contains a passing grade in the approved course. The teacher will be reimbursed within 45 days subsequent to the receipt of the grade report..

C. Staff members shall be reimbursed for the cost of textbooks purchased and used in conjunction with an approved Graduate Credit Course. Textbooks shall then be placed in a professional library.

D. As per East Rutherford board of Education Policy #4140.1 as follows:

1. When a teacher qualifies for a transfer to the succeeding column on the salary guide between September 1 and February 1, the transfer will be made as of February 1.
2. When a teacher qualifies between February 1 and September 1, the transfer will be made as of September 1.

E. The Board shall grant on an individual basis a one (1) year unpaid sabbatical leave when a staff member is working full time on a doctoral program.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

A. This Agreement shall be binding for the term of said Agreement.

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

C. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

D. Whenever any notice is required to be given by either of the parties to this Agreement to the other pursuant to the provisions of this Agreement, either party shall do so by telegram or certified mail, return receipt requested, at the following addresses:

1. If by the Association to the Board:
East Rutherford Board of Education
Uhland and Grove Streets,
East Rutherford, N.J. 07073

2. If by the Board to the Association:
East Rutherford Education Association
Uhland and Grove Streets,
East Rutherford, N.J. 07073

E. The Board agrees to institute Central Registers commencing with the school year, September, 1976.

F. Beginning with the 1979-80 school year, upon being notified in writing by a teacher who is retiring or vacating a position for any reason, the Chief School Administrator shall, within thirty (30) days after officially notifying the East Rutherford Board of Education, post the vacancy in all four (4) elementary schools and a copy sent to the Association president. Applications must be made within ten (10) days after the posting of a position. Final assignment of a position shall be made by the Chief School Administrator of Schools with the approval of the East Rutherford Board of Education.

G. Standardized tests used at the direction of the Board or the Administration shall be machine scored.

H. Copies of the current agreement shall be printed by the Board of Education and copies provided to all concerned parties (Teachers now employed, Board office, Board members, Chief School Administrator's office and Chief School Administrator). The agreement is to be printed on 8 1/2" X 11" paper.

I. All vacancies in non-promotional positions shall be adequately publicized by the Chief School Administrator in accordance with the procedure outlined in ARTICLE 8, sections A and B.

ARTICLE XV

REPRESENTATION FEE

Section 1 - PURPOSE OF FEE

If a teacher 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.

Section 2 - AMOUNT OF FEE

Prior to the beginning of each membership year, the Association will notify the Board Office 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 non-members will be equal to the maximum allowed by law.

Section 3 - DEDUCTION AND TRANSMISSION OF FEE

The Board agrees to deduct from the salary of any teacher who is not a members of the Association for the current membership year the full amount of the representative fee set forth in Section 2 above and promptly will transmit the amount so deducted to the Association.

The Board agrees to deduct the representation fee in equal installments as nearly as possible, from the paychecks paid to each teacher during the remainder of the membership year in question. The deductions will begin thirty (30) days after the teacher begins his/her employment in a bargaining unit position.

Section 4 - TERMINATION OF EMPLOYMENT

If a teacher who is required to pay a representation fee terminates his/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 teacher during the membership year in question and promptly forward same to the Association.

Section 5 - PROCEDURE

Except as otherwise provided in this Article, the procedure for the deduction of representation fees and the transmission of such fees 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.

INDEMNIFICATION AND SAVE HARMLESS PROVISION

LIABILITY

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 to conformance with this provision, provided that:

- A. The Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and
- B. If the Association so requests in writing, the Board will grant to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Association

in gathering evidence, securing witnesses and in all other aspects of said defense.

SUPPLEMENTAL CONTRACTS - SUPPLEMENT "B"

| <u>POSITION</u> | <u>92-93</u> | <u>93-94</u> | <u>94-95</u> |
|------------------------------------|--------------|--------------|--------------|
| Basketball Coach (Boys & Girls) | \$1,250 | \$1,500 | \$1,750 |
| Cheerleader Advisor | \$1,250 | \$1,500 | \$1,750 |
| Yearbook Advisor | \$1,250 | \$1,500 | \$1,750 |
| Computer Coordinator | \$2,250 | \$2,500 | \$2,750 |
| Student Council Advisor | \$---- | \$---- | \$ 600 |
| Awards Assembly Coordinator | \$---- | \$---- | \$ 600 |

Any starting positions shall not exceed 1992-93 salary

SUPPLEMENT "A"

EAST RUTHERFORD

1992-93 SALARY GUIDE

| <u>STEP</u> | <u>BA</u> | <u>BA+15</u> | <u>BA+30</u> | <u>MA</u> | <u>MA+15</u> | <u>MA+30</u> | <u>MA+60</u> | <u>ED.D</u> |
|-------------|-----------|--------------|--------------|-----------|--------------|--------------|--------------|-------------|
| 1 | 27,020 | 28,035 | 28,356 | 29,679 | 31,100 | 32,250 | 33,750 | 35,090 |
| 2 | 28,992 | 30,082 | 30,426 | 31,846 | 33,370 | 34,604 | 36,214 | 37,652 |
| 3 | 30,919 | 32,059 | 32,608 | 34,065 | 35,600 | 36,967 | 38,569 | 40,204 |
| 4 | 32,887 | 34,081 | 34,834 | 36,350 | 37,878 | 39,379 | 40,977 | 42,811 |
| 5 | 34,943 | 36,193 | 37,151 | 38,691 | 40,256 | 41,896 | 43,494 | 45,531 |
| 6 | 36,824 | 38,125 | 39,284 | 40,860 | 42,434 | 44,204 | 45,794 | 48,024 |
| 7 | 38,870 | 40,227 | 41,589 | 43,210 | 44,801 | 46,709 | 48,299 | 50,732 |
| 8 | 40,607 | 42,010 | 43,565 | 45,216 | 46,812 | 48,842 | 50,420 | 53,036 |
| 9 | 42,557 | 44,012 | 45,767 | 47,458 | 49,068 | 51,231 | 52,806 | 55,616 |
| 10 | 44,583 | 46,094 | 48,052 | 49,786 | 51,412 | 53,712 | 55,287 | 58,298 |
| 11 | 46,521 | 48,084 | 50,241 | 52,014 | 53,654 | 56,086 | 57,658 | 60,864 |
| 12 | 50,618 | 52,285 | 54,856 | 56,716 | 58,388 | 61,093 | 62,666 | 66,285 |

1993-94 SALARY GUIDE

| <u>STEP</u> | <u>BA</u> | <u>BA+15</u> | <u>BA+30</u> | <u>MA</u> | <u>MA+15</u> | <u>MA+30</u> | <u>MA+60</u> | <u>ED.D</u> |
|-------------|-----------|--------------|--------------|-----------|--------------|--------------|--------------|-------------|
| Start | 27,020 | 28,035 | 28,356 | 29,679 | 31,100 | 32,250 | 33,750 | 35,090 |
| 1 | 28,101 | 29,156 | 29,490 | 30,866 | 32,344 | 33,540 | 35,100 | 36,494 |
| 2 | 31,108 | 32,278 | 32,647 | 34,171 | 35,806 | 37,130 | 38,858 | 40,401 |
| 3 | 33,021 | 34,239 | 34,825 | 36,381 | 38,021 | 39,481 | 41,192 | 42,938 |
| 4 | 35,025 | 36,296 | 37,098 | 38,713 | 40,340 | 41,939 | 43,641 | 45,594 |
| 5 | 37,214 | 38,546 | 39,566 | 41,206 | 42,873 | 44,619 | 46,321 | 48,491 |
| 6 | 39,033 | 40,413 | 41,641 | 43,312 | 44,980 | 46,856 | 48,542 | 50,905 |
| 7 | 41,202 | 42,641 | 44,084 | 45,803 | 47,489 | 49,512 | 51,197 | 53,776 |
| 8 | 42,719 | 44,195 | 45,830 | 47,567 | 49,246 | 51,382 | 53,042 | 55,794 |
| 9 | 44,685 | 46,213 | 48,055 | 49,831 | 51,521 | 53,793 | 55,446 | 58,397 |
| 10 | 46,812 | 48,399 | 50,455 | 52,275 | 53,983 | 56,398 | 58,051 | 61,213 |
| 11 | 48,754 | 50,392 | 52,653 | 54,511 | 56,229 | 58,778 | 60,426 | 63,785 |
| 12 | 53,275 | 55,030 | 57,736 | 59,694 | 61,453 | 64,300 | 65,956 | 69,765 |

1994-95 SALARY GUIDE

| <u>STEP</u> | <u>BA</u> | <u>BA+15</u> | <u>BA+30</u> | <u>MA</u> | <u>MA+15</u> | <u>MA+30</u> | <u>MA+60</u> | <u>ED.D</u> |
|-------------|-----------|--------------|--------------|-----------|--------------|--------------|--------------|-------------|
| Start | 28,020 | 29,035 | 29,356 | 30,679 | 32,100 | 33,250 | 34,750 | 36,090 |
| 1 | 29,225 | 30,322 | 30,670 | 32,101 | 33,638 | 34,882 | 36,504 | 37,954 |
| 2 | 31,473 | 32,633 | 33,190 | 34,674 | 36,238 | 37,628 | 39,261 | 40,925 |
| 3 | 33,721 | 34,944 | 35,710 | 37,247 | 38,838 | 40,374 | 42,018 | 43,896 |
| 4 | 35,969 | 37,255 | 38,230 | 39,820 | 41,438 | 43,120 | 44,775 | 46,867 |
| 5 | 38,217 | 39,566 | 40,750 | 42,393 | 44,038 | 45,866 | 47,532 | 49,838 |
| 6 | 40,465 | 41,877 | 43,270 | 44,966 | 46,638 | 48,612 | 50,289 | 52,809 |
| 7 | 42,713 | 44,188 | 45,790 | 47,539 | 49,238 | 51,358 | 53,046 | 55,780 |
| 8 | 44,961 | 46,499 | 48,310 | 50,112 | 51,838 | 54,104 | 55,803 | 58,751 |
| 9 | 47,209 | 48,810 | 50,830 | 52,685 | 54,438 | 56,850 | 58,560 | 61,722 |
| 10 | 49,457 | 51,121 | 53,350 | 55,258 | 57,038 | 59,596 | 61,317 | 64,693 |
| 11 | 51,705 | 53,432 | 55,870 | 57,831 | 59,638 | 62,342 | 64,074 | 67,664 |
| 12 | 53,953 | 55,743 | 58,390 | 60,404 | 62,238 | 65,088 | 66,831 | 70,635 |
| 13 | 56,205 | 58,057 | 60,911 | 62,977 | 64,833 | 67,837 | 69,584 | 73,602 |

ARTICLE XIV

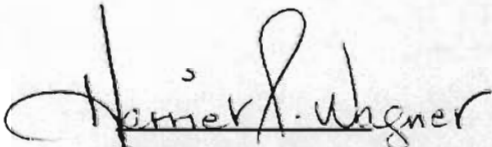
DURATION OF AGREEMENT

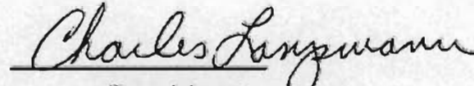
This Agreement shall be effective as of the 1st day of September, 1992 and shall continue in effect until June 30, 1995 subject to the Association's right to negotiate a Successor Agreement as provided in Article II hereof. This Agreement shall continue in effect from year to year unless notice is received as set forth in Article II hereof.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective Presidents, attested by their respective Secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

ATTEST:

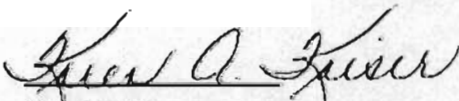
EAST RUTHERFORD
BOARD OF EDUCATION


Secretary


President

ATTEST:

EAST RUTHERFORD
EDUCATION ASSOCIATION


Secretary


President