

**THIS DOES NOT
CIRCULATE**

AGREEMENT

between the

RUTHERFORD BOARD OF EDUCATION

and

RUTHERFORD EDUCATION ASSOCIATION

LIBRARY
Institute of Management and
Labor Relations

JUL 24 1980
RUTGERS UNIVERSITY

July 1, 1979 - June 30, 1981

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1979-80 Officers

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PREAMBLE

This Agreement entered into this 1st day of July 1979 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."

The Board and the Association recognize and declare that providing a quality education for the children of Rutherford School District is their mutual aim.

The intent of this contract is to comply with all Affirmative Action Rules and Regulations.

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 certificated regularly employed personnel including:

1. 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 counsellors, learning disability teacher-consultant, home school counsellor, and the school psychologist. In addition to the foregoing, the Association is also recognized as the representative for custodians, maintenance men, matrons, school secretaries, secretaries in the Board of Education offices, painters, plumbers, and bus drivers,

but excluding:

2. Principals, vice-principals, and any other certificated regularly employed personnel exercising supervisory functions.

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

NEGOTIATIONS PROCEDURE

1. The parties agree to enter into collective negotiations pursuant to the provisions of Chapter 303, Public Laws of 1968 and Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of all employees for whom the Rutherford Education Association is authorized to negotiate. Such negotiations shall begin not later than the date established by P.E.R.C. (Chapter 123, Public Laws of 1974). 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.
2. 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 and subject to approval by counsel for either side to recommend that said writing be incorporated as a part of the final draft of the agreement to be entered into between the parties and adopted.
3. Minutes of the negotiation sessions may be approved by both the Association and Board negotiating committees, and signed by the chairman of each negotiating committee.

GRIEVANCE PROCEDUREDEFINITIONS

A grievance shall be defined as, and limited to, a dispute concerning the meaning, interpretation or application of a provision or provisions of this Agreement instituted by an employee or a group of employees or by the Rutherford Education Association on their behalf.

The term "grievance" and the procedure relative thereto shall not be deemed applicable in the case of the failure or refusal of the Board to renew the contract of a non-tenure employee. Neither shall the grievance procedure be invoked by any individual claiming tenure under the provisions of R.S. 18A: 28-5 where charges have been brought against such individual pursuant to the provisions of the Tenure Employees Hearing Law, R.S. 18A: 6-10 et seq. In such cases the procedure to be followed shall be that set forth in R.S. 18A: 6-10 et seq.

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.

The term "employee" shall mean any individual covered by this master contract.

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.

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.

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.

The term "day" shall mean a calendar day.

PROCEDURE

1. An 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 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. An 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. 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. An employee shall first discuss his grievance orally with his immediate superior. 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. 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.
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 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 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. If not settled at the Board stage, the grievance may, within 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^d by mutual agreement of the parties. In the event such selection is not promptly agreed upon, the rules of the American Arbitration Association shall apply with regard to the selection of an arbitrator and the conduct of the arbitration proceeding.

The arbitrator's decision shall be in writing and shall set forth his/her findings, reasoning and conclusion(s) on the issue(s) submitted.

The arbitrator shall not have the authority to add to, modify or change any of the provisions of the agreement.

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.

The costs for the services of the arbitrator, including expenses, if any, shall be borne equally by the Association and the Board.

Failure at any step of this procedure to appeal a grievance to the next stop within the specified time limits shall be deemed to be waiver of further appeal of the decision.

15. 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.

16. 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,

- (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 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.

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

18. 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 and given appropriate distribution so as to facilitate operation of the grievance procedure.

19. All meetings and hearing under this 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.

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

21. 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)

22.

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.

Teacher Assignment

1. All teachers shall be given written notice of their salary schedules. Tentative schedules and assignments shall be posted in each school by June 15th, under ordinary circumstances.

2. The Superintendent shall assign all newly-appointed personnel to their specific positions within their subject area for which the Board has appointed the teacher. The Superintendent shall give notice of assignments to new teachers as soon as possible.

3. Teachers shall not be assigned outside the scope of their teaching certificates and/or their major fields of study, except in case of emergency and with consent of the teacher affected. In making any assignments, the Board shall give due consideration to preference of teachers, length of service in the school system, and any claim of hardship by the teachers in connection with any assignments.

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

Teacher-Administration Liaison

The faculty in each school shall elect a liaison committee if either teachers or principal so request. The committee shall meet with the principal at least once a month. They will review and discuss local school problems and practices, revision or development of building policies, and suggested areas for curriculum improvement. This committee shall be limited to these aforementioned areas.

Teacher Evaluation

- A.
1. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
 2. The teacher's formal written evaluation shall be made only by persons certificated by the New Jersey State Board of Examiners to supervise instruction.
 3. A teacher shall be given a copy of any evaluation report prepared by his/her evaluators at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.
- B.
1. A teacher shall have the right upon request to review the contents of any evaluation contained therein. A teacher shall be entitled to have a representative accompany him/her during such review.
- C.
1. Prior to any annual evaluation report, the immediate supervisor of a non-tenure teacher shall have had appropriate communication, including but not limited to all steps in Section 2 below, with said teacher regarding his/her performance as a teacher.
 2. Supervisory reports shall be presented to non-supervisory personnel by the principal or counterpart supervisor periodically in accordance with the following procedures:
 - a. Such reports shall be issued in the name of the appropriate supervisor based on a compilation of reports of observations, and of discussions with any or all supervisory personnel who come into contact with the teacher in a supervisory capacity.
 - b. Such reports shall be addressed to the teacher.
 - c. Such reports shall be written in narrative form and shall include, when pertinent:
 - (1) Strengths of the teacher as evidenced during the period since the previous report.
 - (2) Weaknesses of the teacher as evidenced during the period since the previous report.

(3) Specific suggestions as to measures which the teacher might take to improve his/her performance in each of the areas wherein weaknesses have been indicated.

- d. Withholding of increments. The granting of any salary increment and/or adjustment as set forth in the salary schedule shall not be deemed to be automatic.

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 weeks apart so that an individual has an opportunity for correction.

Whenever the withholding of an increment is proposed by the Board, 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; 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 forthwith.

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.

At such hearing the aggrieved individual shall have the right to be represented by counsel of his own choosing or by his duly designated representative.

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 of the

Commissioner of Education. The aggrieved party may request arbitration with regard to any claimed failure on the part of the Board to follow the procedures for observation and evaluation, notification and/or appeal hearings provided for herein.

The term "increment" as used herein is intended to mean the next step on the salary guide at which step the aggrieved individual would be placed if the increment were not withheld. Where an increment is withheld, the individual in question shall remain at the same step on the salary guide as he was on for the previous year but shall receive the salary for that step on the guide for the year during which the increment is withheld even though that step shall be higher than the previous year.

It shall not be mandatory upon the Board of Education to pay any such denied increment in any future year as an adjustment increment.

3. 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. Nothing contained herein, however, shall be deemed to deny the right of a non-tenure teacher to file a grievance relative to the failure to follow the evaluation procedure, but the filing of such grievance shall not be deemed to grant to said employee the right to file a further grievance after said procedure shall have been fully followed.

4. Such supervisory reports are to be provided for non-tenure teacher at least four times each year.

5. Teachers with tenure are to be evaluated in accordance with the adopted state tenure teacher evaluation procedure 6:3-1.21.

Promotions

A. Promotional positions are defined as follows:

a. Positions paying a salary differentail and/or positions on the administrative supervisory levels of responsibility.

b. Learning Disability Teacher Consultants, Reading Specialists, Guidance Personnel, Special Education Teachers, Full Time Beadleston Tutors, Full Time E.S.L. Teacher, Speech Teachers.

c. All vacancies in promotional positions shall be adequately publicized by the Superintendent in accordance with the following procedure:

1. When school is in session, a notice shall be posted in each school as far in advance as practicable. 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 Superintendent within the time limit specified in the notice, and the Superintendent shall acknowledge promptly in writing the receipt of all such applications. Applications shall be kept in the Superintendent's office for a period of one year from date of filing.

2. 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 Superintendent, together with the position(s) for which they desire to apply, and an address where they can be reached during the summer. The Superintendent 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, in addition, the Superintendent shall post a list of promotional positions to be filled during the summer in each school, and a copy of said notice shall be given to the Association.

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.

Involuntary Transfers and Reassignments

A. Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable.

B. 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 therefor. 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. In connection with any involuntary transfer or reassignment, the Board will give due consideration to the desires of the teacher in connection with such transfer or reassignment.

C. 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.

Voluntary Transfers and Reassignments

A. The Association shall formally submit to the Superintendent by the end of December a list of teachers interested in transfers, including type of position desired.

B. In the determination of request for voluntary reassignment and/or transfer, the wishes of the individual teacher shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interest of the school system.

Specialists

When special teachers enter an elementary classroom the regular teacher shall be free to leave the room in order to utilize this time for professional development, if the specialist handles the entire class.

First year teachers must remain in order to achieve an effective correlation in the presentation of materials. Classroom teachers may elect to remain or specialists may, with the principal's approval, request the presence of the teacher during the lesson.

Teacher Working Conditions

A. 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.

B. Teachers may leave the buildings without requesting permission during their scheduled duty-free lunch periods. Any teacher leaving during such period shall sign out.

School Calendar

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.

Instructional Council

An Instructional Council shall consist of 4 members appointed by the Superintendent representing administration and 4 members appointed by the Association from among the instructional staff.

The purpose of the Council shall be to strengthen the educational program through recommendations to the Superintendent in such areas as curriculum improvement, teaching technique, co-curricular programs, in-service training, and pupil testing and evaluation.

The Council shall encourage the initiation of ideas and suggestions for projects by individual teachers, departments, grade levels, and administrators.

The Council shall establish its own rules of procedure and shall provide for a rotating chairman who shall be responsible for the arrangement and conduct of the meetings.

The Council shall meet every other month or more often as needed providing such meetings do not interfere with the normal operation of the school.

Extended Sick Leave

In the event an employee has used up his/her sick leave and has been out ill for more than five days, 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.

SABBATICAL LEAVE

Section I

General

The Sabbatical Leave Program is designed to help maintain instructional

service at the highest level of quality by affording staff members the opportunity to further their professional development. While satisfactory service is a prerequisite, sabbatical leave is not a reward for past accomplishments. On the contrary, it is a privilege granted to teachers for their professional advancement so that they may better serve the local school district.

The granting of a sabbatical leave to any member of the professional staff of the Rutherford Public Schools shall be at the discretion of the Board of Education based upon the recommendation of the Superintendent.

The best criterion for judging a particular request for sabbatical leave is whether, in the final analysis, it will contribute to the improvement of the teaching service.

In these regulations the word "teacher" shall be considered as including all professional staff members as negotiated by the Rutherford Education Association.

- a. The grievance procedure shall not be applicable to any part of the Sabbatical Leave.
- b. The Sabbatical Leave will be in effect, as is, until the end of the 1980-81 school year.

Section II

Eligibility

1. Any teacher who has completed eight (8) or more years of continuous satisfactory service in the Rutherford Public Schools may, provided such applicant has not reached his or her 59th birth date, be granted a leave of absence for one half academic year or one full academic year, for study or research leading to professional advancement in an area directly connected with his or her work in the Rutherford Public Schools.

Subsequent leaves will not be authorized until one shall have reestablished eligibility by serving another period of eight (8) continuous years of successful service.

Section III

Number of Leaves Authorized

The Board may grant up to three sabbatical leaves during any given school year.

Section IV

4.1. Application for sabbatical leave shall be submitted to the Superintendent of Schools on or before January 1st of any year.

If approved, such leave shall become effective at the beginning of the succeeding school year.

4.2. Application shall be made upon a regular form as prescribed by the Superintendent of Schools and shall state clearly the nature, purpose, and professional benefits of the proposed activity for which the sabbatical leave is requested.

This plan will include a complete statement of aims and objectives, demonstrating how this leave will improve the performance of the applicant, and the procedures, courses, travel plans, etc., whereby these objectives are to be achieved. A statement of graduate level candidacy acceptance into the course of academic study to be pursued by the applicant, from the academic institution where the sabbatical leave will be taken, shall be included where the sabbatical leave includes graduate study.

Activities for Which Sabbaticals May Be Awarded

In all instances, the activity must be related to enhancing the applicant's contribution to the educational program of the Rutherford Public Schools. Such activities could include one or more of the following:

1. Study in association with a recognized graduate institute or its equivalent, or in a planned program with recognized authorities.
2. Travel, when combined with study within or outside of regular educational institutions.
3. Research leading toward publication.
4. Writing for publication, when in subject field.

Each applicant shall be notified by the Superintendent in writing on or before March 1 of the year in which the application was filed of the decision of the Board concerning his or her application.

Forfeiture of Sabbatical Leave

If, in the judgement of the Superintendent, a staff member on a sabbatical program is not fulfilling the purpose for which the grant was made, each shall consult with the other, after which the Superintendent shall report his/her views to the Board. The Board may terminate the sabbatical leave after providing an opportunity for the staff member to be heard. At such a hearing, the staff member may be accompanied by representatives from the Rutherford Education Association who shall also have an opportunity to be heard.

Salary

1. The salary paid to a teacher on sabbatical leave shall be one-half of the annual contractual salary to which he or she would have been entitled had the teacher not been on leave, less the regular deductions, or full salary for a sabbatical leave of one-half of a school year, less the regular deductions.

2. Salary checks shall be issued to a person on sabbatical leave as per the salary payment policy for all professional personnel in the Rutherford Public School System.

Physical Examination

If an applicant for a sabbatical leave is favorably considered, the applicant will then present to the Superintendent a statement of condition of health from a licensed physician.

Subsequent Service

As a condition to being granted sabbatical leave, the teacher shall enter into a contract, as prescribed by the Board to continue in the service of the Rutherford Board of Education for a period of not less than two (2) years after the expiration of the leave of absence.

If a teacher fails to continue in service after such leave of absence, said teacher shall repay to the Board of Education of Rutherford a sum of money equal to the amount of salary received while on leave unless such teacher is incapacitated, has been discharged, or has been released from this obligation for good and sufficient reasons by the Board of Education.

A teacher on sabbatical leave shall confirm to the Superintendent on or before April 1 of that year his or her intention to return to duty at the start of the following school year, and failure to give such notification by April 1 shall be conclusive evidence that said teacher does not wish to continue in the employ of the Board of Education of Rutherford.

Status of Tenure and Pension

The period of sabbatical leave shall count as regular service for the purpose of retirement, and contributions by the teacher to the retirement fund shall continue as usual during such period. Tenure rights shall not be impaired. The period of time spent on sabbatical leave shall be counted for the purpose of salary increment and seniority, just as though the teacher had actively engaged in teaching.

Illness or Accident

In the event that the program of study or travel being pursued by a teacher on sabbatical leave shall be interrupted by serious accident or to illness to the teacher during such leave, as shown by satisfactory evidence

submitted to the Superintendent, such an interruption shall not constitute a breach of the conditions of such leave, nor prejudice the teacher from receiving all rights and privileges provided for under the terms of this sabbatical leave policy, provided that the Superintendent was notified of such accident or illness within ten (10) days of its occurrence.

Reinstatement

At the expiration of a sabbatical leave, the teacher shall be reinstated in the position held at the time such leave was granted unless otherwise mutually agreed upon. This presupposes, however, that conditions have not arisen that would have changed such teacher assignment and type of work had he or she remained in active service.

Report

A detailed report of the sabbatical leave must be made by the teacher within 2 months after resuming teaching duties following the leave. The report shall include all pertinent activities participated in, a detailed list of subjects pursued, an estimate of the value to the District, and a determination of how and when these values may be put into use within the district.

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 representatives, 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.

TEACHING HOURS AND TEACHING LOAD

It is the agreement of both parties that concern for students is our primary concern, and therefore the length of the school day or week cannot end with the dismissal bell or a fixed number of hours and minutes. Professional educators are expected to devote to their assignments the time necessary to meet their responsibilities.

As professional educators, teachers must concern themselves with such factors as the age level of students, their attention span, etc. It is also realized that teachers spend a great deal of time in professional activities outside the customary school day. Accordingly, it is therefore realized that a scheduled number of hours per week is not the full extent of a teacher's responsibility.

Teachers shall indicate their presence or absence in the building in the appropriate manner as set forth by the building principal.

1. The total in-school hours per week for secondary school teachers will be 36 hours inclusive of lunch.

The in-school work week for elementary teachers will be 36 hours inclusive of lunch.

2. Under the present high school schedule, no teacher shall be assigned more than 6 teaching periods per day.

For the purposes of this agreement, a study shall be considered a teaching period.

3. Whenever an emergency arises necessitating the coverage of classes, the principal may ask for this coverage among the faculty. The Association reserves the right to call to the attention of the building principal any abuses that may occur.

4. Participation in clubs and related activities, either during or after the normal school day, shall be considered a part of the teacher's professional obligations.

5. Teachers shall be expected to remain one day per week, preferably Monday, beyond the normal school day in order to attend administrative, departmental, or R.E.A. meetings. As has been the custom, meetings may be called for curriculum or in-service training. These meetings may extend beyond the normal school day.

6. 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.

Departmental Chairpersons

1. All extra curricular and department chairperson stipends shall be increased by three (3) per cent for 1979-80 and by four (4) per cent for 1980-81 as reflected by the attached guides.
2. Department chairpersons having five or fewer teachers in the department shall receive one released period for chairperson's duties; department chairperson having six or more teachers in the department shall receive two released periods for chairperson's duties. Two released periods shall be received by the Foreign Language Chairperson providing the status quo regarding the number of teachers in his department remains at the 1979-80 level.
3. No matter what the size of the English, Social Studies, Science and Math Departments, they will continue to receive two released periods.

Working ConditionsCustodians, Maintenance Men and Matrons

Qualifications shall be the primary prerequisite for all job openings and when qualifications of candidate are considered equal the selection will be based on seniority. Notification of openings shall be forwarded to the president and secretary of the R.E.A.

- A. Notice of an involuntary transfer or reassignment shall be given to staff as soon as practicable.
- B. 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 therefor. 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. In connection with any involuntary transfer or reassignment, the Board will give due consideration to the desires of the staff person in connection with such transfer or reassignment.
- C. 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.
- D. Custodians, maintenance men and matrons will be supplied with three uniforms per year. The employee will be responsible for the laundering of the uniforms. Safety Shoes will be provided for all custodial and maintenance personnel. Safety Shoes must be worn during working hours. The Board will not assume any responsibility for injury unless he/she is wearing his/her Safety Shoes.
- E. The Board will pay for the boiler licenses of custodians and maintenance men.
- F. When a custodian is recalled for overtime there will be a minimum of two hours overtime work.
- G. An employee recalled 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 hours at time and one-half, except when an employee is called in on Sunday for other than a building check he/she shall be compensated for a minimum of two hours at double time.
- H. The regular work week will be 40 hours per week.

I. The regular work day shall be from 8:00 a.m. - 5:00 p.m. (1 hour for lunch)

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 call in except those occurring on Sunday. On Sunday, the overtime rate will be two times the regular straight time rate. Any overtime must be authorized by a person so designated by the Superintendent of Schools.

1. The regular work day for custodians will be from 7:00 a.m. to 4:00 p.m. (1 hour for lunch). This is the first shift.

2. Second shift shall be from 10:00 a.m. to 7:00 p.m. (1 hour for lunch) - 8% differential.

3. Third shift shall be from 3:00 p.m. to 11:00 p.m. (1 hour for lunch) - 10% differential.

4. The shift differential shall be paid only for hours worked on that shift.

L. Snow Days - On days when schools are closed because of snow, each custodian, regardless of regular shift assignment, will report to his building on the day shift schedule for snow removal. All maintenance people will report to Pierrepont School at their regular starting time.

CUSTODIAN - MAINTENANCE - MATRON 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 evaluation. Second and further offenses will be discussed with employee and his representative and a written report issued and filed. Disciplinary action may be taken if necessary. Any evaluation of a custodian-maintenance-matron person shall include specific suggestions as to measures which might be taken to improve his/her performance in each of the areas wherein weaknesses have been indicated.

GUIDANCE

Guidance Counselors will work two weeks in addition to the classroom teachers' work schedule, at times approved by the Superintendent. This will allow for consolidating student records and summary reports at the end of the school year, for issuing transcripts with recommendations through the summer, for advising with and scheduling new students who enroll during the summer and for checking and making needed changes in schedules of continuing students during the summer.

The index for guidance counselors who agree to the above program will be:

1.05 times proper step on the teacher's salary guide

School psychologist will work two weeks in addition to the classroom teacher's work schedule, at times approved by the Superintendent at a ratio of 1.10.

HEALTH BENEFITS PROGRAM

All personnel shall be entitled to full coverage Blue Cross/Blue Shield, Major Medical and Rider J. with the Board assuming the cost. In addition, the Board shall pay the entire cost of the family plan if the individual member so elects.

The Board shall provide for all employees upon retirement the privilege of continuing medical and all other applicable benefits at the employee's expense, provided this is legal.

DENTAL COVERAGE FOR 1979-80 & 1980-81

All personnel shall be entitled to Dental Coverage for 1979-80 and 1980-81 to be funded by the Board of Education.

The Board shall pay \$9.40 monthly for each employee under this contract for the 1979-80 and 1980-81 school year.

If there is an increase in 1979-80 or 1980-81 in rate or type of coverage desired by employee (i.e., family) - employee shall pay the additional cost.

The carrier who shall administer the plan shall be Connecticut General Life Insurance Company.

RUTHERFORD PUBLIC SCHOOLS
TEACHERS SALARY GUIDE
1979 - 1980

Step	B.A. Level 1	B.A. + 15 Level 2	M.A. Level 3	M.A. + 15 Level 4	M.A. + 30 Level 5
1	\$11,050	\$11,700	\$12,200	\$12,775	\$13,275
2	12,072	12,753	13,303	13,932	14,456
3	12,570	13,251	13,827	14,482	15,005
4	13,120	13,827	14,429	15,058	15,608
5	13,670	14,403	15,005	15,660	16,184
6	14,220	14,979	15,582	16,262	16,812
7	14,822	15,582	16,236	16,917	17,493
8	15,424	16,236	16,865	17,572	18,174
9	16,027	16,865	17,519	18,253	18,855
10	16,681	17,519	18,174	18,934	19,536
11	17,336	18,200	18,881	19,641	20,243
12	18,096	18,934	19,614	20,374	21,002
13	18,934	19,745	20,426	21,107	21,683
14	19,754	20,557	21,238	21,867	22,390
15			22,050	22,610	23,071
16					23,787

Additional Amount for those who
have been on maximum one or more years.

\$400	\$450	\$525	\$575	\$625
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After 20 years of service in the Rutherford School System to receive an additional \$300.00.

Those teachers paid at BA+30, BA+45, and BA+60 levels during the 1973-74 school year, shall receive the equivalent step on MA, MA+15, and MA+30 level indefinitely.

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

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

RUTHERFORD PUBLIC SCHOOLSNON-DEGREE SALARY GUIDE1979-80 --- 1980-81

	<u>1979-80</u>	<u>1980-81</u>
Step 1	\$ 9,650	\$10,125
2	10,545	11,064
3	10,982	11,522
4	11,405	11,966
5	11,855	12,438
6	12,291	12,896
7	12,726	13,352
8	13,163	13,811
9	13,600	14,269
10	14,034	14,724

Additional Amount for those
who have been on maximum
one or more years

\$375

\$375

After 20 years service in the Rutherford School System to receive
an additional \$300.00.

Salary increments are granted upon the recommendation of the Super-
intendent of Schools.

RUTHERFORD PUBLIC SCHOOLS

27.

SECRETARIES SALARY GUIDE

1979 - 1980

Step	School Secretary			Administrative Secretary
	10 Month	11 Month	12 Month	12 Month
1	\$ 6,544	\$ 7,198	\$ 7,853	\$ 9,648
2	6,888	7,575	8,264	10,155
3	7,232	7,952	8,675	10,662
4	7,578	8,332	9,089	11,174
5	7,920	8,711	9,502	11,677
6	8,264	9,089	9,913	12,185
7	8,608	9,469	10,329	12,692
8	8,953	9,846	10,743	
9	9,296	10,226	11,155	
10	9,639	10,606	11,567	

Additional Amount for those who
 have been on maximum one or more
 years.

\$300	\$330	\$360	\$440
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After 20 years service in the Rutherford School System to receive an additional \$300.00.

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

CUSTODIAL SALARY GUIDE

1979 - 1980

Step	Matron	Bus	Maintenance	
	Custodian	Driver	Class B	Class A
1	\$10,273	\$11,035	\$11,933	\$13,263
2	10,608	11,272	12,266	13,594
3	10,943	11,509	12,599	13,925
4	11,272	11,936	12,929	14,256
5	11,604	12,266	13,261	14,585
6	11,935	12,599	13,594	14,916

Additional Amount for those who have been on maximum one or more years.

\$300

\$300

\$300

\$300

1. After 20 years of service in the Rutherford School System all employees shall receive an additional \$300.00.
2. No person in the employment of the Board of Education as of June 1, 1970 will at any time in the future be transferred involuntarily to the evening shift.
3. Employees working the second or third shift shall be paid the 8% or 10% differential respectively, when working these shifts.
4. Stipends will be paid as follows:

Head Custodian	- High School	\$1,005
Group Leader	- High School	202
Head Custodian	- Union School	402
Head Custodian	- Pierrepont School	402
5. Classifications on the above scales will be determined according to the job description as set forth in policies and procedures.
6. Salary increments are granted upon the recommendation of the Superintendent of Schools.

RUTHERFORD PUBLIC SCHOOLS

MESSENGER AND DELIVERY HELPER
CUSTODIAN - MAINTENANCE
1979 - 1980 1980 - 1981

	<u>1979-80</u>	<u>1980-81</u>
Step 1	\$7,283	\$ 7,793
Step 2	8,414	9,002
Step 3	8,740	9,352
Step 4	9,066	9,701
Step 5	9,392	10,049
Step 6	9,718	10,398

After 20 years service in the Rutherford School System to receive an additional \$300.00.

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

RUTHERFORD PUBLIC SCHOOLS
HIGH SCHOOL STUDENT BODY ACTIVITIES
SALARY GUIDE 1979-1980 - 1980-1981

	<u>1979-80</u>	<u>1980-81</u>
2 Class Sponsors - 12th @ \$387--\$403	\$774	\$806
2 Class Sponsors - 11th @ \$322--\$335	644	670
2 Class Sponsors - 10th @ \$258--\$268	516	536
1 Class Sponsor - 9th	181	189
6 Intramurals @ \$517-\$538	3,102	3,228
Senior Play	549	571
Music (If a Musical)	452	470
Choreographer (of Senior Play)	195	202
Stage Crew Director	710	738
Dramatics	452	470
Vocal Ensemble	226	235
Audio Visual	968	1,007
Yearbook - Art & Literary	968	1,007
Yearbook - Business	517	538
Newspaper	517	538
Masquers Club	549	571
Forensic	517	538
G. O. Collector	806	838
Student Council	824	857
Cheerleaders - 3 @ \$517--\$538	1,551	1,614
Band Director	757	787
National Honor Society	195	202
8th Grade:		
Newspaper	121	125
Student Council	121	125
Band (Aide in H.S. Band)	387	402

RUTHERFORD PUBLIC SCHOOLS
ATHLETICS
SALARY GUIDE 1979-80 - 1980-81

31.

	<u>1979-80</u>	<u>1980-81</u>
Athletic Director	\$2194	\$2282
Football Head	2067	2150
Assistant	1226	1275
Assistant	1226	1275
Assistant	1226	1275
Assistant	1226	1275
Basketball Head	1679	1746
Assistant	1034	1075
Assistant	1034	1075
Baseball Head	1485	1545
Assistant	1034	1075
Assistant	1034	1075
Soccer Head	1485	1545
Assistant	1034	1075
Assistant	1034	1075
Track Head-Winter	1098	1142
Assistant	1034	1075
Track Head-Spring	1485	1545
Assistant	1034	1075
Assistant	1034	1075
Cross Country	1034	1075
Cross Country-Freshmen-Boys & Girls	1034	1075
Wrestling Head	1485	1545
Assistant	1034	1075
Assistant	1034	1075
Tennis Head	1034	1075
<u>Girls Athletics</u>		
Volleyball	1485	1545
Tennis	1034	1075
Basketball	1679	1746
Spring Track Head	1485	1545
Assistant	1034	1075
Softball	1485	1545
Indoor Track - Head	1098	1142

RUTHERFORD PUBLIC SCHOOLS

SALARY GUIDE - 1979-1980 - 1980 - 1981

ELEMENTARY STUDENT BODY ACTIVITIES

	<u>1979-80</u>	<u>1980-81</u>
Elementary Band - Union	\$517	\$538
Elementary Band - Pierrepont	517	538
2 Intramurals @ \$387 (1979-80) \$402)1980-81)	774	804

DEPARTMENT CHAIRPERSONS

	<u>No.</u>	<u>1979-80</u>	<u>No.</u>	<u>1980-81</u>
Major Departments- Each Member		\$484 20		\$503 21
English	10	684		
Social Studies	8½	654		
Science	5	584		
Mathematics	6	604		
Foreign Language	3½	425		442
Physical Education	6	425		442
Art	2	362		376
Music	1	362		376
Business	4	316		329
Industrial Arts	2	287		298
Home Economics	2	230		239

RUTHERFORD PUBLIC SCHOOLS
TEACHERS SALARY GUIDE
1980 - 1981

Step	B.A. Level 1	B.A. + 15 Level 2	M.A. Level 3	M.A. + 15 Level 4	M.A. + 30 Level 5
1	\$11,594	\$12,276	\$12,800	\$13,404	\$13,928
2	12,666	13,380	13,958	14,617	15,167
3	13,188	13,903	14,507	15,195	15,743
4	13,766	14,507	15,139	15,799	16,376
5	14,343	15,112	15,743	16,430	16,980
6	14,920	15,716	16,349	17,062	17,639
7	15,551	16,349	17,035	17,749	18,354
8	16,183	17,035	17,695	18,437	19,068
9	16,816	17,695	18,381	19,151	19,783
10	17,502	18,381	19,068	19,866	20,497
11	18,189	19,095	19,810	20,607	21,239
12	18,986	19,866	20,579	21,376	22,035
13	19,866	20,716	21,431	22,145	22,750
14	20,716	21,568	22,283	22,943	23,492
15			23,135	23,712	24,206
16					24,948

Additional Amount for those who have been on maximum one or more years.

\$400	\$450	\$525	\$575	\$625
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After 20 years of service in the Rutherford School System to receive an additional \$300.00.

Those teachers paid at BA+30, BA+45, and BA+60 levels during the 1973-74 school year, shall receive the equivalent step on MA, MA+15, and MA+30 level indefinitely.

After September 1, 1975, no faculty can move beyond the BA+15 without a Masters Degree.

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

RUTHERFORD PUBLIC SCHOOLS

SECRETARIES SALARY GUIDE

1980 - 1981

34.

Step	SCHOOL SECRETARY			ADMINISTRATIVE SECRETARY
	10 Month	11 Month	12 Month	12 Month
1	\$ 6,741	\$ 7,415	\$ 8,089	\$ 9,938
2	7,095	7,803	8,513	10,461
3	7,450	8,191	8,936	10,983
4	7,806	8,583	9,363	11,510
5	8,158	8,973	9,788	12,028
6	8,513	9,363	10,211	12,552
7	8,867	9,754	10,640	13,074
8	9,222	10,142	11,066	13,596
9	9,576	10,534	11,491	
10	9,929	10,925	11,915	
11	10,282	11,317	12,340	

Additional Amount for those who have been on maximum one or more years.

\$300	\$330	\$360	\$440
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After 20 years service in the Rutherford School System to receive an additional \$300.00.

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

RUTHERFORD PUBLIC SCHOOLS
CUSTODIAL SALARY GUIDE

35.

1980 - 1981

Step	Matron Custodian	Bus Driver	Maintenance Class B	Maintenance Class A
1	\$10,901	\$11,709	\$12,662	\$14,073
2	11,256	11,961	13,015	14,425
3	11,612	12,212	13,369	14,776
4	11,961	12,665	13,719	15,127
5	12,313	13,015	14,071	15,476
6	12,664	13,369	14,425	15,827

Additional Amount for those who
have been on maximum one or more
years.

\$300	\$300	\$300	\$300
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1. After 20 years of service in the Rutherford School System all employees shall receive an additional \$300.00.
2. No person in the employment of the Board of Education as of June 1, 1970 will at any time in the future be transferred involuntarily to the evening shift.
3. Employees working the second or third shift shall be paid the 8% or 10% differential respectively, when working these shifts.
4. Stipends will be paid as follows:

Head Custodian	- High School	\$1,075
Group Leader	- High School	216
Head Custodian	- Union School	430
Head Custodian	- Pierrepont School	430
5. Classifications on the above scales will be determined according to the job description as set forth in policies and procedures.
6. Salary increments are granted upon the recommendation of the Superintendent of Schools.

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, 1979 and shall continue in effect until June 30, 1981.

APPROVED:

APPROVED:

President, Rutherford
Education Association

President, Rutherford Board of
Education

Secretary, Rutherford
Education Association

Secretary, Rutherford Board of
Education

Date of Approval

Date of Approval

Separability

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

MAY 12 15 25 64 .00