

**Agreement Between
the
Board of Education of Rutherford
and the
Rutherford Education Association
2004-2007**

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This Agreement entered into on September 21, 2004, effective from the 1st day of July, 2004 by and between the Board of Education of Rutherford, the Borough of Rutherford, New Jersey, hereinafter called the "Board", and the Rutherford Education Association, hereinafter called the "Association".

ARTICLE I
RECOGNITION

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

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

Principals, Vice-Principals, Administrative Assistants to the Principal, Supervisors, Confidential Secretary to the Superintendent, Confidential Secretary to the Business Administrator, and any other regularly employed personnel exercising supervisory functions.

ARTICLE 2
NEGOTIATIONS PROCEDURE

- A. The parties agree to enter into collective negotiations pursuant to the provisions of Chapter 303, Public Laws of 1968 and Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of all employees for whom the Rutherford Education Association is authorized to negotiate. Such negotiations shall begin not later than the date established by P.E.R.C. (Chapter 123, Public Laws of 1974). Subject to ratification by a majority vote of the full Board of Education and the Rutherford Education Association, any agreement so negotiated shall apply to all personnel for whom the Rutherford Education Association is authorized to negotiate, be reduced to writing, be signed by the Board and approved by the membership of the Rutherford Education Association.
- B. Whenever tentative agreement is reached upon any provision to become incorporated in a contract, the parties shall endeavor to have said tentative agreement reduced to writing.

ARTICLE 3

REPRESENTATION FEE

A. Purpose of Fee

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

B. Amount of Fee

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

C. Deduction and Transmission of Fee

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

D. Termination of Employment

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

E. Mechanics

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

F. Indemnification Clause

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

G. Certification

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

ARTICLE 4
GRIEVANCE PROCEDURE

A. DEFINITIONS

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

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

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

B. PROCEDURE

1. 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/she would reasonably be expected to know of its occurrence. Failure to act within said fourteen (14) day period, shall be deemed to constitute an abandonment of the grievance.
2. 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.
4. Whenever the employee appears with a representative, the Board shall have the right to designate a representative to participate at any stage of the grievance procedure.
5. To initiate the grievance procedure, an employee shall file a request to discuss his/her grievance with his/her immediate supervisor within the time period set forth in section 1. Where the immediate superior is below the rank of principal, the principal shall be notified and shall have the right to be present at and to participate in said hearing. The hearing shall be conducted within fourteen (14) days of the filing of the request. A written decision shall be rendered within five (5) days of said hearing.
6. If the grievance is not resolved to the employee's satisfaction, within five (5) days from the determination referred to in Paragraph 5 above, the employee shall submit his/her grievance to the Superintendent of Schools in writing, specifying:
 - (a) The nature of the grievance;
 - (b) The results of the previous discussion;
 - (c) The basis of his/her dissatisfaction with the determination;
 - (d) The remedy being sought must be stated.
7. A copy of the writing called for in Paragraph 6 above, shall be furnished to the school principal and to the immediate superior of the aggrieved employee.
8. Within ten (10) days from the receipt of the written grievance (unless a different period is mutually agreed upon), the Superintendent shall hold a hearing at which all parties in interest shall have the right to be heard.
9. Within ten (10) days of said hearing (unless a different period is mutually agreed upon), the Superintendent shall, in writing, advise the employee and his/her representative, if there be one, of 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.
 - a. If not settled at the Board stage, the grievance may, within fifteen (15) days thereafter be submitted by the Rutherford Education Association, to final and binding arbitration before an arbitrator experienced in school matters to be selected by mutual agreement of the parties. In the event such selection is not promptly agreed upon, the rules of the Public Employment Relations Commission shall apply with regard to the selection of an arbitrator and the conduct of the arbitration proceeding.
 - b. The arbitrator's decision shall be in writing and shall set forth his/her findings, reasoning and conclusion(s) on the issue(s) submitted.
 - c. The arbitrator shall not have the authority to add to, modify or change any of the provisions of the written agreement.
 - d. The arbitrator shall not make any decision or award which would be contrary to law or which limits or interferes with the powers, duties and responsibilities of the Board of Education under applicable laws or rules and regulations having the effect of law, unless such powers, duties and responsibilities are limited under this Agreement.
 - e. The costs for the services of the arbitrator, including

expenses, if any, shall be borne equally by the Association and the Board.

15. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be waiver of further appeal of the decision.
16. In the event a grievance shall be filed by an employee who is not subject to the jurisdiction of any principal or who may be answerable to more than one principal, he/she shall discuss his/her grievance initially with the Superintendent and if dissatisfied, with the determination, may appeal to the Board in accordance with the provisions herein set forth.
17. a. In any case, where a grievance is based upon the direct order, ruling or determination of the Superintendent, the aggrieved employee may appeal directly to the Board within ten (10) days of the issuance of said order, ruling or directive, or within ten (10) days of the time when same have been brought to the employee's attention by filing with the Secretary of the Board, a writing setting forth,
 - (1) The order, ruling or determination complained of;
 - (2) The basis of the complaint;
 - (3) A request for a hearing if a hearing is desired.b. A copy of the writings set forth above shall be served upon the Superintendent who shall have the right to reply in writing thereto. A copy of such reply shall be served upon the aggrieved employee.
18. Upon receipt of a grievance filed under the provisions of Paragraph 17, the procedure shall be as set forth in Paragraphs 12 and 13.
19. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association.
20. All meetings and hearing under the procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this ARTICLE.
21. All employees shall be entitled to resort to the full procedure hereinabove set forth.
22. Whenever any teaching staff member is required to appear before the Board of Education or any committee or member thereof concerning any matter which could adversely affect the continuation of that teaching staff member in his/her office, position or employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of his/her own choosing present to advise and represent him/her during such meeting or interview. (Chapter 451, Laws of 1968)

C. YEAR END GRIEVANCE

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, then the time limits set forth herein, could be reduced, upon mutual agreement of all parties, so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

ARTICLE 5
TEACHER ASSIGNMENT

- A. All teachers shall be given written notice of the salary schedules. Tentative schedules and assignments shall be posted in each school when available with proper notification if any change occurs.
- B. The Superintendent shall assign all newly-appointed personnel to their specific positions within their subject area for which the Board has appointed the teacher.
- C. The final authority to determine assignments is the Board of Education acting through the Superintendent.

ARTICLE 6
TEACHER-ADMINISTRATION LIAISON

The faculty in each school shall elect a liaison committee if either teachers or principal so request. The committee shall meet with the principal at least once a month. They will review and discuss local school problems and practices, revision or development of building policies, and suggested areas for curriculum improvement. This committee shall be limited to these aforementioned areas. This Committee shall not supplant the grievance procedure.

ARTICLE 7
TEACHER EVALUATION

- A.
 - 1. All monitoring or observation of the work performance of a teacher shall be conducted openly, with full knowledge of the teacher, by a duly certificated person.
 - 2. A teacher shall be given a copy of any evaluation report prepared by his/her evaluators at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the teacher's file, or otherwise acted upon, without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.
- B. A teacher shall have the right upon request to review the contents of any evaluation. A teacher shall be entitled to have a representative accompany him/her during such review.

- C.
1. Prior to any annual evaluation report, the immediate supervisor of a non-tenure teacher shall have had (written) communication, including but not limited to all steps in Section 2 below, with said teacher regarding his/her performance as a teacher.
 2. Supervisory reports shall be presented to non-supervisory personnel by the principal or counterpart supervisor periodically using the evaluation form prescribed by the Board of Education.

D. Increment Withholding

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

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

7. It shall not be mandatory upon the Board of Education to pay any such denied increment in any future year as an adjustment increment.
 - a. Any evaluation made of a non-tenure teacher shall not be subject to the Grievance Procedure and the willingness of the Board to permit discussion with reference to any such evaluation procedure shall not be deemed to constitute a waiver of the Board of its prerogatives relative to the employment and/or continued employment of such personnel.
 - b. Such supervisory reports are to be provided for non-tenure teachers at least four times each year.
 - c. Tenure teachers are to be evaluated with the adopted tenure teacher evaluation regulations, N.J.A.C. 6:3-4.3.

ARTICLE 8 **PROMOTIONS**

A. Promotional positions are defined as follows:

1. Positions paying a salary differential and/or positions on the administrator-supervisory levels of responsibility.
2. All vacancies, including promotional positions, shall be adequately publicized by the Superintendent in accordance with the following procedure:
 - a. When school is in session, a notice shall be posted in each school as far in advance as practicable. A copy of the said notice shall be given to the Association at the time of posting. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice, and the Superintendent shall acknowledge the receipt of all such applications.
 - b. 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.

ARTICLE 9
TRANSFERS AND REASSIGNMENTS

A. Involuntary Transfers and Reassignments

- 1. Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable and shall be made subject to the provisions of N.J.S.A. 34:13A-25.
- 2. An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the immediate superior, at which time the teacher shall be notified of the reason 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.
- 3. Regardless of any meeting which may occur relative to an involuntary transfer or reassignment, the decision of the Board acting through the Superintendent shall in all cases be final and binding so long as the transfer or reassignment is to a position which the teacher in question is certified to teach.

B. Voluntary Transfers and Reassignments

- 1. The Association shall formally submit to the Superintendent by the end of December a list of teachers interested in transfers, including type of position desired.
- 2. In the determination of request for voluntary reassignment and/or transfer, the wishes of the individual teacher shall be considered.

ARTICLE 10
PREPARATION TIME

- A. 1. Elementary school teachers will be guaranteed 210 minutes prep time per normal school week.

- 2. All sixth through twelfth grades classroom teachers will be guaranteed one period per day of preparation time. The definition of classroom teacher will exclude those positions listed in the Administrative Code under Educational Services License Requirements as of 1/9/2003, with the exception of reading specialist.
- B. The Superintendent of Schools shall make every effort to secure substitutes for specialists, handling entire classes, when they are out of school so that elementary teachers are not deprived of their preparation period(s).
- C. Teachers will not be paid for lost preparation periods.

ARTICLE 11
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. Teachers shall sign out when leaving and sign in upon return.

ARTICLE 12
SCHOOL CALENDAR

- A. In determining the school calendar the Board, through the Superintendent, will hold discussions and seek suggestions from the Association. Final approval of the school calendar rests with the Board.
- B. The Board agrees to grant half-day sessions on the days before Thanksgiving and Christmas vacations.

ARTICLE 13
LEAVES

- A. Extended Sick Leave

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

In the case of an employee who is out ill for an extended period and is rapidly approaching depletion of his/her accumulated sick days, the Superintendent can bring this to the attention of the Board for

possible immediate extension of time for said illness by Board granted sick days and/or side bar agreement.

B. PERSONAL DAYS

1. All categories of personnel covered by this contract: teachers, nurses, secretaries, custodial/matron, maintenance, messenger, clerical and teacher assistants and bus drivers shall be eligible for 3 personal days per year without loss of pay under circumstances approved by the Superintendent. Personal days are not cumulative.

a. **Bereavement**

Up to three (3) days for death in the immediate family ("immediate family" is defined as husband, wife, children, and parents, grandparents, brothers, and sisters of either the husband or wife.)

b. **Business**

Up to three (3) days for personal business. The Superintendent reserves the right to check on Monday and Friday absences except for the one (1) personal day when no reason has to be listed.

2. Circumstances which may be approved are listed on the Application for Personal Day and include:

- Legal business which cannot be conducted outside of school hours
- Funeral (other than immediate family)
- Graduation in the immediate family
- Critical illness of someone in the immediate family or immediate household
- Observance of a religious holiday
- Home emergency
- Personal Day (1)(no reason necessary)
- Other (explanation necessary)

The application for personal day shall be submitted in advance to the Superintendent for approval. If, due to an emergency, advance notice is not possible, the school shall be notified immediately by telephone, and the application shall be filed as promptly as possible.

Personnel applying for personal days on a Monday or Friday must give a reason for such request to the Superintendent of Schools.

Applications for personal days that are not considered an emergency shall be submitted at least five (5) days in advance.

Personal day without reason cannot be used to extend a holiday or vacation.

Failure to follow the above guidelines will result in an automatic disapproval of said request.

3. Family Illness Bank
 - a. The one personal day without reason may be carried over into a family illness bank.
 - b. Family Illness Bank is not eligible for payment at retirement.

ARTICLE 14
SABBATICAL LEAVE

A. General

1. Sabbatical leave is not a reward for past accomplishments, it is a privilege granted to teachers for their professional advancement.
2. 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.
3. 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.
4. 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 and/or arbitration 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 2000-2003 school year.

B. Eligibility

1. Any teacher who has completed eight (8) or more years of continuous satisfactory service in the Rutherford Public Schools may 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/her work in the Rutherford Public Schools.
2. Subsequent leaves will not be authorized until one shall have reestablished eligibility by serving another period of eight (8) continuous years of successful service.

C. Number of Leaves Authorized

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

D. Application Procedure

1. Application for sabbatical leave shall be submitted to the Superintendent of Schools on or before January 1st of any year.
2. If approved, such leave shall become effective at the beginning of the succeeding school year.
3. 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.

E. Activities For Which Sabbaticals May Be Awarded

1. 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:
 - a. Study in association with a recognized graduate institute or its equivalent, or in a planned program with recognized authorities.
 - b. Travel, when combined with study within or outside of regular educational institutions.
 - c. Research leading toward publication.
 - d. Writing for publication, when in subject field.
2. 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/her application.

F. Forfeiture of Sabbatical Leave

If, in the judgment 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.

G. Salary

1. The salary paid to a teacher on sabbatical leave shall be one-half of the annual contractual salary to which he/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.

H. 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.

I. Subsequent Service

1. 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.
2. 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.
3. A teacher on sabbatical leave shall confirm to the Superintendent on or before April 1 of that year his/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.

J. 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.

K. 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.

L. 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/she remained in active service.

M. Report

A detailed report of the sabbatical leave must be made by the teacher within two (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 entire district. The report must be written in a format designed to be read by all faculty members.

ARTICLE 15
ASSOCIATION RIGHTS AND PRIVILEGES

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

ARTICLE 16
TEACHING HOURS AND TEACHING LOAD

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

- B. Effective July 1, 2001, the teacher workday shall be adjusted as follows:
1. Grades K-5. The total work day for teachers will be seven (7) hours. The lunch period will be shortened by 15 minutes and the day shortened by 12 minutes, increasing student instructional time by 15 minutes.
 2. Grades 6-8. The total day will be seven (7) hours and twelve (12) minutes.
 3. Grades 9-12. The total day will be seven (7) hours and twelve (12) minutes.
 4. For the purposes of this agreement, a study shall be considered a teaching period.
- C. Lunch
1. Effective July 1, 2001, teachers volunteering and assigned to lunch supervision during their duty free lunch will be paid \$19.00 per hour.
 2. Effective July 1, 2001 all teachers shall have a duty free lunch equal in length to an instructional period. (Elementary grades K-5 will be 45 minutes.) Teacher lunch period may not, however, be the same time as students. Lunch supervision may be an assigned duty.
- D. Whenever an emergency arises necessitating the coverage of classes, the principal may ask for this coverage among the faculty.
- E. 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.
- F.
1. Teachers shall be expected to remain one day per week, preferably Monday, beyond the normal school day in order to attend administrative, departmental, or R.E.A. meetings. As has been the custom, meetings may be called for curriculum or in-service training. These meetings may extend beyond the normal school day.
 2. Teachers will be expected to remain, an appropriate amount of time, after the end of the normal school day on Tuesdays through Thursdays for extra help when requested by the students.
 3. Teachers may leave at student dismissal on Fridays.
- G. In the event special education classes go to a lesser school day than the regular school day, the teacher lunch and preparation time shall be reduced proportionally. Teachers working under this arrangement would accordingly be allowed to leave after the appropriate time for student help. As per state law, the student contact hours would be the same as the regular student contact hours.
- H. 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.

I. Calendar

Beginning in 2001-02, the work year shall be 188 days (186 pupil days and 2 teacher only days). The Board may replace a teacher/student day with a teacher only day.

J. The last three days of the school year shall be the legal minimum days for students and full days for teachers.

K. K-5 Parent Conference Days - The following is agreed:

1. There will be one evening conference.
2. On the day the evening conference is held, the K-5 classroom teachers and students shall have a legal minimum day. The K-5 classroom teachers shall leave with the students and return for the evening conference.
3. The manner by which the conferences are administered will be reassessed each year. However, items 1. and 2. of the agreement concerning Parent Conference Days remain in effect.

L. Teaching Load: Effective July 1, 2001:

1. The grade 6-8 schedule shall be adjusted to create a nine (9) period day for students.
2. Teachers in grades 6-12 shall teach no more than six (6) periods, or have five (5) teaching periods and one (1) duty period.
3. The ninth period created at the grade 6-12 level shall be an administrative period, not a teaching period nor a duty period. Teachers will not be required to grade student work, assign grades or prepare lessons. The administrative period will not include covering classes except for a bona fide emergency, which shall not mean class coverage for a teacher who is absent for a full day.

ARTICLE 17
WORKING CONDITIONS
CUSTODIANS, MAINTENANCE PERSONNEL

- A. Qualifications shall be the primary prerequisite for all job openings. Notification of openings shall be forwarded to the President of the REA.
- B. Notice of an involuntary transfer or reassignment shall be given to staff as soon as practicable, and subject to the provisions of N.J.S.A. 34:13A-25.
- C. An involuntary transfer or reassignment shall be made only after a meeting between the staff person involved and the immediate superior, at which time the staff person shall be notified of the reason 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.
- D. Regardless of any meeting which may occur relative to an involuntary transfer or reassignment, the decision of the Board acting through the Superintendent shall in all cases be final and binding as long as the transfer or reassignment is to be a position which the staff person in question is qualified.
- E. Custodians and maintenance personnel will be supplied with four uniforms per year. The employee will be responsible for the laundering of the uniforms. Safety shoes must be worn during working hours. The Board will reimburse employees up to \$115 per year for shoe allowance with receipts. The Board will not assume any responsibility for injury unless he/she is wearing his/her safety shoes. All full time maintenance and/or custodial personnel will be provided a jacket after 6 months employment. New jackets shall be provided every four (4) years, upon their anniversary date. Jackets rendered unusable by on-the-job accidents will be replaced. Anyone leaving our employment must return said jacket.
- F. The Board shall provide inclement weather gear (rubbers, raincoat, hats) for each building for use by the maintenance/custodial staff. The REA will agree to one set at each WASAL School (three), two (2) at Union School, two (2) at Pierrepont, three (3) at the High School, and two (2) at the Maintenance Department. The total shall be twelve (12) sets of gear. The Board may increase this number at any time, but not provide less.
- G. The Board will pay for the boiler licenses of custodians and maintenance personnel.
- H. 1. An employee recalled for emergencies from his/her home to work at the school after completing his/her regular shift or prior to the commencement of his/her regular shift shall be guaranteed a minimum of two (2) hours at time and one-half, effective December 1, 1997, except when an employee is recalled in on Sunday and recognized holidays, he/she shall be compensated for a minimum of two hours at double time.

2. Custodians who conduct scheduled building inspections on weekends and holidays shall be compensated at the rate of one and one-half (1.5) times regular pay for one (1) hour at the elementary schools and two (2) hours at the high school regardless of how long the inspection takes to complete. If the inspection is not resolved in the aforementioned timeframe, the employee will be compensated at the one and one-half (1.5) times regular pay for the actual time worked.
- I. The regular work week will be 40 hours per week.
 - J. The work week shall begin at 12:01 a.m. Monday, and shall end on the next succeeding Sunday at Midnight.
 - K. Time and one-half the regular straight time rate will be paid in the following cases for all hours worked in excess of 40 hours in the work week and for all cases of scheduled overtime, except those occurring on Sunday. 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, 30 min. for coffee break). Any shift that starts prior to or at 7:00 a.m. will be considered the first shift.
 2. Second shift shall be from 10:00 a.m. to 7:00 p.m. (1 hour for lunch, 30 min. for coffee break) - 6% differential.
 3. Third shift shall be from 3:00 p.m. to 11:00 p.m. (1/2 hour for lunch, no coffee break) - 8% differential.
 4. The shift differential shall be paid only for hours worked on that shift.
 - L. Snow Days - On days when schools are closed because of snow, each custodian, regardless of regular shift assignment, will report to his/her building on the day shift schedule for snow removal. All maintenance people will report to Pierrepont School at their regular starting time.
 - M. Discipline of custodial and maintenance personnel shall be subject to Board policy #4154. Adherence to this policy shall be subject to the grievance procedure.
 - N. Whenever possible, non-certificated employees will receive notice of re-employment by 5/15.
 - O. If the entire custodial or maintenance operation of the district is to be subcontracted, the Board will give the affected staff members ninety (90) days notice of termination from the day the contract with the contractor is approved by the Board. This provision shall not apply in cases of emergency or attrition or if the entire custodial or maintenance staff is not replaced simultaneously.
 - P. WASAL Head Custodian Stipend - Agreement to reopen the contract for this item only at such time that renovated buildings are ready and staffing has changed.

- Q. 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.
- R. The Board shall provide vacation checks to custodial/maintenance personnel before their vacations, providing that 30 days notice is given, and that the request for delivery of the check will not occur prior to the eighth of the month.
- S. Stipends will be paid as follows for the duration of the contract:
- | | |
|------------------------------------|---------|
| Head Custodian - High School | \$3,700 |
| Head Custodian - Union School | \$2,400 |
| Head Custodian - Pierrepont School | \$2,400 |

ARTICLE 18
NON-CERTIFICATED STAFF EVALUATION

All observations of the work performances of personnel shall be conducted openly and with full knowledge of the observed. The employee shall be given a copy of any evaluation report at least one (1) day before any conference to discuss it. The employee who has performed in an unsatisfactory manner will be advised promptly and given a verbal 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 at any time if necessary.

ARTICLE 19
GUIDANCE AND CHILD STUDY TEAM

Beginning July 1, 2004 The Child Study Team and high school guidance counselors shall be obligated to work a maximum of two weeks during summer months. This two-week period is at the discretion of the Superintendent. Remuneration for this time shall be paid at the rate of 5% of the upcoming year's salary. The remuneration paid during the summer months shall be incorporated into the guidance counselors' and CST members' pensionable salaries.

ARTICLE 20
HEALTH BENEFITS PROGRAM

A. Medical Insurance

1. 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 so elects. Effective January 1, 2004, all new staff members will be covered by the Horizon POS plan. In addition, the Board will pay the entire cost of the family plan (POS) if the individual so elects. At the conclusion of the third year of employment, the employee can choose to change coverage to the Traditional plan that is offered to other district employees.
2. Effective January 1, 2005, current and new staff shall have the option of declining coverage from the Board. The employee shall receive payment at the following rate:
 - a. \$4,000 decline Family and keep Member Only
 - b. \$3,000 decline Member & Spouse and keep Member Only
 - c. \$1,500 decline Member & Child and keep Member Only
 - d. \$1,000 decline Member Only

If a staff member declines all coverage, he/she would receive both the amount designated in a., b., or c., plus d.

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

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

B. DENTAL PLAN - The Board will pay the following amount:

1. Up to \$40.00 per month per employee for 1 party coverage. It is understood that if the cost of the individual plan is less than \$40.00, the individual does not receive the difference.
2. Dependent coverage (2 party or family) will remain available at a cost to the employee of the balance over and above the single coverage expense. Should the single coverage expense be less than \$30, the BOE will contribute the difference (up to \$30) towards the dependent coverage.
3. The Board will pay one (1) additional month's premium on the health and three (3) additional months' premiums on the dental plans for each retiree, with the medical plan exception of those TPAF or PERS employees who have 25 years or more of service.

4. For retiring employees wishing to continue applicable benefits, the Board of Education shall provide those benefits by complying with the current provisions of COBRA.

Any positive upgrading of the State Health Benefits package will be accepted by the Board and passed along to the staff when it occurs.

ARTICLE 21
SICK LEAVE

1. Unused Sick Leave

Only upon retirement, payment for unused sick days shall be paid according to the following schedule (for the duration of the contract):

1-100 days at the per diem rate of:	\$30.00
101-200 days at the per diem rate of:	35.00
201-300 days at the per diem rate of:	40.00

maximum limit: \$10,500.00

Whenever the Board of Education shall grant additional sick leave to any employee above and beyond that mandated by Statute (18A:30-2), said days granted shall be deducted from the total payment due for unused sick leave prior to payment.

2. Perfect Attendance Bonus

Effective with the 2004-2005 school year, there will be a perfect attendance bonus of \$250 to be paid to any employee who uses no sick or personal days in a single contract year.

ARTICLE 22
LONGEVITY

Longevity will be paid to the following:

A. Longevity for certificated employees:

Service in
Rutherford:

	2004-05	2005-06	2006-07
After 18 years	\$ 680	\$1,000	\$1,000
After 20 years	\$1,300	\$1,500	\$1,500
After 25 years	\$1,700	\$2,000	\$2,000
After 30 years	\$2,100	\$2,500	\$2,500

B. Longevity for Custodians, Secretaries, Maintenance and Messenger:

Service in
Rutherford:

	2004-05	2005-06	2006-07
After 15 years	\$ 680	\$1,000	\$1,000
After 20 years	\$1,300	\$1,500	\$1,500
After 25 years	\$1,700	\$2,000	\$2,000
After 30 years	\$2,100	\$2,500	\$2,500

C. Longevity shall also be paid to Teachers' Assistants, Clerical Assistants and Bus Drivers:

For service in
Rutherford:

After 20 years - \$400

D. Longevity is not cumulative and shall be pro-rated to the individual's anniversary date.

ARTICLE 23
TUITION REIMBURSEMENT

1. Teachers

The Board will pay a maximum of \$900.00 per person per school year for tuition of graduate courses approved by the Superintendent to a maximum of \$22,000 per year. Only course work approved by the superintendent of schools shall be eligible for educational level and step advancement. Tuition will not include cost of books, meals, etc. This policy applies to tenured people only. Payment will be made upon completion of the course and presentation of a report card, transcript, or letter stating such. The college bill will be submitted to the business office for reimbursement. The school year is July 1 through June 30. All recipients must maintain a minimum of a "B" average.

B. Non-Certificated Employees

The Board will establish a pool of \$3,000 per year to be used by non-certificated employees for tuition for courses related to their work. Employees must have their courses approved in advance by the Superintendent or Business Administrator, as appropriate. The decisions of the Superintendent and Business Administrator shall not be grievable.

C. Reimbursement for All Employees

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

This new disbursement process will be evaluated at the end of each Contract Year.

ARTICLE 24
VACATION

All maintenance, custodial, and secretarial personnel shall earn vacation as follows:

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

Twelve Month Contract

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

Eleven Month Contract

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

Ten Month Contract

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

* May be pro-rated based upon hire date

ARTICLE 25
SECRETARIES

1. Secretaries who achieve the Professional Development Program Certificate will receive:
 - 1st Certificate - Stipend of \$400
 - 2nd Certificate - Stipend of \$500
 - 3rd Certificate - Stipend of \$600

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

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

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

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

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

Effective July 1, 2004, the Board shall agree to elevate the 10-month WASAL secretaries to 11-month secretaries. Effective July 1, 2005, these positions shall be elevated to 12-month positions. Said secretaries shall retain their present step when this change takes place, subject to the mutual agreement of the revised salary guides.

ARTICLE 26
BUS DRIVERS

1. Bus Drivers who are steadily employed will be granted one sick day (to a maximum of ten) per each month worked during any given school year. Said leave is pro-rated to actual hours worked per day and is accumulative.
2. Bus Drivers will be compensated for five holidays, namely Thanksgiving, Christmas, New Year's Day, Presidents' Day and the Friday after Thanksgiving. Payment will be made at the hourly rate and the number of hours worked per day. This benefit will begin in the third year of the individual's employment.
3. The Board shall pay the Bus Drivers for a full day for snow\excessive heat days and any unscheduled half day. The employee gets paid for the hours worked on scheduled half days.
4. The Board shall pay bus drivers at time and a half for hours worked on State holidays, provided that the Rutherford Schools are closed on that day.
5. The Board shall provide bus drivers with a meal allowance of \$9.00 upon submission of receipt) when working extended days - 5 or more consecutive hours at one event.
6. Bus Drivers responsible for transporting students on day-long trips on weekends for which students are dropped off and then picked up at the end of the event shall be paid two (2) hours for drop off and two (2) hours for pick up. They shall also receive \$55 as compensation for remaining on-call should the students need to return before the scheduled event. No meal allowance shall be paid.
7. All new bus drivers will be provided a jacket after six months of employment.

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

Effective July 1, 1983, all new full time bus drivers hired will be on a ten-month contract.

ARTICLE 27
CLERICAL ASSISTANTS

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

Clerical Assistants will be compensated for three holidays, namely Thanksgiving, Christmas and New Year's Day. Payment will be made at the hourly rate and the number of hours worked per day. This benefit will begin in the third year of employment.

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

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

ARTICLE 28
TEACHER ASSISTANTS

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

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

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

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

ARTICLE 29
OTHER RATES

1. Summer Physicals: Nurses rate: \$19.00 per hour.
2. Parent Education Coordinator: Annual Stipend \$2,000.
3. Web Master: Annual Stipend \$4,000

RUTHERFORD PUBLIC SCHOOLS
TEACHERS SALARY GUIDE
2004-2005

STEP	BA	BA+15	MA	MA+15	MA+30	DOC
1	37,546	38,836	40,226	41,624	43,352	45,252
2	38,671	39,999	41,431	42,871	44,651	46,551
3	39,725	41,094	42,556	44,038	45,865	47,765
4	40,432	41,857	43,388	44,978	46,857	48,757
5-6	41,138	42,620	44,220	45,918	47,848	49,748
7	42,761	44,344	46,168	48,049	50,277	52,177
8	44,129	45,860	47,979	49,930	52,302	54,202
9	45,544	47,477	49,904	51,885	54,448	56,348
10	47,376	49,217	51,939	54,106	56,926	58,826
11	49,300	51,185	54,108	56,650	59,522	61,422
12	51,408	53,601	56,593	59,427	62,235	64,135
13	54,248	56,615	59,232	62,341	65,114	67,014
14	57,261	59,844	62,261	65,837	68,711	70,611
15	60,660	63,482	66,209	69,531	72,507	74,407
16	64,824	67,816	70,521	73,630	76,596	78,856
17	---	---	75,118	78,121	82,260	84,160

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

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

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

RUTHERFORD PUBLIC SCHOOLS
TEACHERS SALARY GUIDE
2005-2006

STEP	BA	BA+15	MA	MA+15	MA+30	DOC
1	39,700	40,900	42,100	43,300	45,100	47,000
2	40,565	41,765	42,965	44,165	46,065	47,965
3	41,450	42,650	43,850	45,050	47,050	48,950
4	42,353	43,553	44,853	46,153	48,253	50,153
5	43,370	44,670	46,070	47,470	49,670	51,570
6-7	44,411	45,911	47,411	48,911	51,211	53,111
8	45,610	47,410	49,110	50,810	53,310	55,210
9	47,297	49,297	51,097	52,997	55,597	57,497
10	49,095	51,195	53,095	55,195	57,895	59,795
11	51,304	53,504	55,504	57,804	60,604	62,504
12	53,613	55,913	58,113	60,613	63,513	65,413
13	56,106	58,506	60,906	63,506	66,506	68,406
14	59,360	61,960	64,560	67,260	70,460	72,360
15	62,803	65,603	68,303	71,103	74,603	76,503
16	66,424	69,416	72,216	75,116	78,916	80,816
17	---	---	76,718	79,721	83,860	85,760

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

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

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

RUTHERFORD PUBLIC SCHOOLS
TEACHERS SALARY GUIDE
2006-2007

STEP		BA	BA+15	MA	MA+15	MA+30	DOC
Old	New						
1	1	40,600	41,800	43,000	44,200	46,000	47,900
2	2	41,615	42,815	44,015	45,215	47,115	49,015
3	3	42,655	43,855	45,055	46,255	48,255	50,155
4	4	43,722	44,922	46,222	47,522	49,622	51,522
5	5	44,815	46,115	47,515	48,915	51,115	53,015
6	6	45,935	47,435	48,935	50,435	52,735	54,635
7-8	7	47,115	48,915	50,615	52,315	54,815	56,715
9	8	48,858	50,858	52,658	54,558	57,158	59,058
10	9	50,715	52,815	54,715	56,815	59,515	61,415
11	10	52,997	55,197	57,197	59,497	62,297	64,197
12	11	55,382	57,682	59,882	62,382	65,282	67,182
13	12	57,957	60,357	62,757	65,357	68,357	70,257
14	13	61,203	63,703	66,203	68,903	72,203	74,103
15	14	64,630	67,330	70,030	72,830	76,380	78,280
16	15	68,224	71,216	74,116	77,016	80,816	82,716
17	16	---	---	78,518	81,521	85,660	87,560

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

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

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

RUTHERFORD PUBLIC SCHOOLS
SECRETARIES SALARY GUIDE
2004-2005

STEP	10-Month	11-Month	12-Month	Administrative
1	20,299	22,749	24,709	31,769
2-3	21,052	23,844	24,849	32,531
4	21,722	24,699	26,599	33,312
5	22,744	25,320	26,924	34,111
6	23,315	26,410	27,974	34,930
7	23,985	27,426	28,838	36,607
8	24,803	28,303	29,819	38,364
9	25,726	28,826	30,844	40,264
10	26,777	29,587	32,105	42,164
11	28,977	31,867	34,561	43,837
12	31,177	34,147	37,017	
13	34,141	37,165	40,207	

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

RUTHERFORD PUBLIC SCHOOLS
SECRETARIES SALARY GUIDE
2005-2006

STEP	10-Month	11-Month	12-Month	Administrative
1-2	22,428	24,671	26,914	32,404
3-4	22,966	25,263	27,560	33,182
5	23,518	25,869	28,221	33,978
6	24,082	26,490	28,898	34,794
7	24,660	27,126	29,592	35,629
8	25,844	28,428	31,012	37,339
9	27,084	29,793	32,501	39,131
10	28,384	31,223	34,061	41,010
11	29,747	32,721	35,696	42,978
12	31,174	34,292	37,409	45,041
13	32,983	36,281	39,579	
14	34,930	38,423	41,916	

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

RUTHERFORD PUBLIC SCHOOLS
SECRETARIES SALARY GUIDE
2006-2007

Step		10-Month	11-Month	12-Month	Administrative
Old	New				
1	1	23,418	25,760	28,102	33,835
2-3	2	23,956	26,352	28,748	34,612
4-5	3	24,508	26,958	29,409	35,409
6	4	25,072	27,579	30,086	36,224
7	5	25,650	28,215	30,780	37,059
8	6	26,834	29,517	32,200	38,769
9	7	28,074	30,882	33,689	40,562
10	8	29,374	32,312	35,249	42,440
11	9	30,737	33,810	36,884	44,408
12	10	32,164	35,381	38,597	46,471
13	11	33,973	37,370	40,767	
14	12	35,920	39,512	43,104	

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

RUTHERFORD PUBLIC SCHOOLS
CUSTODIAL/MAINTENANCE GUIDE
2004-2005

Step	Custodian	Maintenance Class B	Maintenance Class A
1	27,496	30,783	33,554
2	27,625	31,553	34,392
3	28,370	32,341	35,252
4	28,930	33,150	36,134
5	29,585	34,808	38,126
6	30,164	36,277	39,837
7	31,182	37,679	42,028
8	32,023	39,282	44,340
9	34,134	40,885	44,958
10	42,195	46,713	50,993

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

RUTHERFORD PUBLIC SCHOOLS
CUSTODIAL/MAINTENANCE GUIDE
2005-2006

Step	Custodian	Maintenance Class B	Maintenance Class A
1	27,858	30,783	33,554
2	28,554	31,553	34,392
3	29,268	32,341	35,252
4	30,000	33,150	36,134
5	30,750	33,979	37,037
6	32,288	35,678	38,889
7	33,902	37,462	40,833
8	35,766	39,522	43,079
9	37,734	41,696	45,448
10	39,809	43,989	47,948
11	43,195	47,713	51,993

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

RUTHERFORD PUBLIC SCHOOLS
CUSTODIAL/MAINTENANCE GUIDE
2006-2007

Step	Custodian	Maintenance Class B	Maintenance Class A
1	28,863	31,894	34,764
2	29,559	32,663	35,603
3	30,273	33,452	36,463
4	31,005	34,261	37,344
5	31,755	35,089	38,247
6	33,293	36,788	40,099
7	34,907	38,572	42,044
8	36,771	40,632	44,289
9	38,739	42,806	46,659
10	40,814	45,099	49,158
11	44,195	48,835	53,231

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

RUTHERFORD PUBLIC SCHOOLS
TEACHER ASSISTANT GUIDE

Step	2004-2005	2005-2006	2006-2007
1	13.08	14.92	15.59
2	13.83	15.37	16.06
3	14.33	15.83	16.54
4	15.83	16.30	17.03

RUTHERFORD PUBLIC SCHOOLS
CLERICAL ASSISTANT GUIDE

Step	2004-2005	2005-2006	2006-2007
1	12.62	14.25	14.96
2	13.12	14.75	15.46
3	13.87	15.27	15.98
4	15.12	15.80	16.51

RUTHERFORD PUBLIC SCHOOLS
BUS DRIVERS GUIDE

Step	2004-2005	2005-2006	2006-2007
1	17.70	18.57	19.46
2	18.45	19.22	20.11
3	19.20	19.87	20.76

**RUTHERFORD PUBLIC SCHOOLS
ATHLETICS SALARY GUIDE
2004-05**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
<u>Tier A</u>			
Football Head	7327	7428	7567
Assistant (5)	4550	4742	4980
<u>Tier B</u>			
Boys Basketball Head	5939	5987	6325
Assistant (2)	4079	4138	4350
Girls Basketball Head	5939	5987	6325
Assistant (2)	4079	4138	4350
Wrestling Head	5939	5987	6325
Assistant (2)	4079	4138	4350
<u>Tier C</u>			
Baseball Head	5278	5392	5507
Assistant (2)	3730	3822	4018
Girls Softball Head	5278	5392	5507
Assistant (2)	3730	3822	4018
Boys Soccer Head	5278	5392	5507
Assistant (2)	3730	3822	4018
Girls Soccer Head	5278	5392	5507
Assistant (1)	3730	3822	4018
Boys Spring Track Head	5278	5392	5507
Assistant (2)	3730	3822	4018
Girls Spring Track Head	5278	5392	5507
Assistant (1)	3730	3822	4018
Swimming Head/Boys/Girls	5278	5392	5507
Assistant (1)	3730	3822	4018
<u>Tier D</u>			
Boys Indoor Track Head	4869	4914	5242
Assistant (1)	3609	3658	3783
Girls Indoor Track Head	4869	4914	5242
Cross Country Boys	4869	4914	5242
Cross Country Girls	4869	4914	5242
Volleyball Head	4869	4961	5169
Assistant (2)	3609	3658	3783
Boys Tennis Head	4869	4914	5192
Assistant (1)	3609	3658	3783

Girls Tennis Head	4869	4914	5192
Assistant (1)	3609	3658	3783
<u>Tier E</u>			
Bowling	3155	3318	3669
Cheerleader Coaches:			
Fall Head Coach	3155	3318	3669
Assistant (1)	3032	3148	3200
Winter Head Coach	3155	3318	3669
Assistant (1)	3032	3148	3200

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

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

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

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

Stipends are not cumulative.

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

**RUTHERFORD PUBLIC SCHOOLS
ATHLETICS SALARY GUIDE
2005-06**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
<u>Tier A</u>			
Football Head	7620	7725	7870
Assistant (5)	4732	4932	5179
<u>Tier B</u>			
Boys Basketball Head	6177	6226	6578
Assistant (2)	4242	4304	4524
Girls Basketball Head	6177	6226	6578
Assistant (2)	4242	4304	4524
Wrestling Head	6177	6226	6578
Assistant (2)	4242	4304	4524
<u>Tier C</u>			
Baseball Head	5489	5608	5727
Assistant (2)	3879	3975	4179
Girls Softball Head	5489	5608	5727
Assistant (2)	3879	3975	4179
Boys Soccer Head	5489	5608	5727
Assistant (2)	3879	3975	4179
Girls Soccer Head	5489	5608	5727
Assistant (1)	3879	3975	4179
Boys Spring Track Head	5489	5608	5727
Assistant (2)	3879	3975	4179
Girls Spring Track Head	5489	5608	5727
Assistant (1)	3879	3975	4179
Swimming Head/Boys/Girls	5489	5608	5727
Assistant (1)	3879	3975	4179
<u>Tier D</u>			
Boys Indoor Track Head	5064	5111	5452
Assistant (1)	3753	3804	3934
Girls Indoor Track Head	5064	5111	5452
Cross Country Boys	5064	5111	5452
Cross Country Girls	5064	5111	5452
Volleyball Head	5064	5159	5376
Assistant (2)	3753	3804	3934
Boys Tennis Head	5064	5111	5400
Assistant (1)	3753	3804	3934

Girls Tennis Head	5064	5111	5400
Assistant (1)	3753	3804	3934
<u>Tier E</u>			
Bowling	3281	3451	3816
Cheerleader Coaches:			
Fall Head Coach	3281	3451	3816
Assistant (1)	3153	3274	3328
Winter Head Coach	3281	3451	3816
Assistant (1)	3153	3274	3328

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6. The 7 and/or 12 years must be consecutive with the following exceptions: medical, maternity/paternity leave. These cases will be treated individually. Payment can be made with the Superintendent's approval.

**RUTHERFORD PUBLIC SCHOOLS
ATHLETICS SALARY GUIDE
2006-07**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
<u>Tier A</u>			
Football Head	7952	8062	8213
Assistant (5)	4938	5147	5405
<u>Tier B</u>			
Boys Basketball Head	6446	6497	6865
Assistant (2)	4427	4492	4721
Girls Basketball Head	6446	6497	6865
Assistant (2)	4427	4492	4721
Wrestling Head	6446	6497	6865
Assistant (2)	4427	4492	4721
<u>Tier C</u>			
Baseball Head	5728	5852	5977
Assistant (2)	4048	4148	4361
Girls Softball Head	5728	5852	5977
Assistant (2)	4048	4148	4361
Boys Soccer Head	5728	5852	5977
Assistant (2)	4048	4148	4361
Girls Soccer Head	5728	5852	5977
Assistant (1)	4048	4148	4361
Boys Spring Track Head	5728	5852	5977
Assistant (2)	4048	4148	4361
Girls Spring Track Head	5728	5852	5977
Assistant (1)	4048	4148	4361
Swimming Head/Boys/Girls	5728	5852	5977
Assistant (1)	4048	4148	4361
<u>Tier D</u>			
Boys Indoor Track Head	5285	5334	5690
Assistant (1)	3917	3970	4106
Girls Indoor Track Head	5285	5334	5690
Cross Country Boys	5285	5334	5690
Cross Country Girls	5285	5334	5690
Volleyball Head	5285	5334	5690
Assistant (2)	3917	3970	4106
Boys Tennis Head	5285	5334	5690
Assistant (1)	3917	3970	4106

Girls Tennis Head	5285	5334	5690
Assistant (1)	3917	3970	4106
<u>Tier E</u>			
Bowling	3424	3602	3982
Cheerleader Coaches:			
Fall Head Coach	3424	3602	3982
Assistant (1)	3291	3417	3473
Winter Head Coach	3424	3602	3982
Assistant (1)	3291	3417	3473

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

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Stipends are not cumulative.

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

**RUTHERFORD PUBLIC SCHOOLS
HIGH SCHOOL STUDENT BODY ACTIVITIES
SALARY GUIDES 2004-07**

	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
2 Class Sponsors-12th @ 1329-1389-1450	2658	2778	2900
2 Class Sponsors-11th @ 1130-1181-1233	2260	2362	2466
2 Class Sponsors-10th @ 942-984-1027	1884	1968	2054
1 Class Sponsor-9th	911	952	994
6 Intramurals @ 1570-1640-1712	9420	9840	10272
Senior Play Director	1972	2061	2151
Senior Play Music Dir. (if musical)	1665	1740	1816
Stage Crew Director	2465	2576	2689
Vocal Ensemble (Special Chorus)	1004	1049	1095
Audio-Visual	3220	3365	3512
Yearbook - Art & Literary	3248	3394	3542
Yearbook - Business	1853	1936	2021
Newspaper	1837	1920	2004
All School Play Director	1972	2061	2151
Forensic	1883	1968	2054
G. O. Collector	2688	2809	2932
Student Council	2786	2911	3038
Band Director	3733	3901	4071
Band Front Director	1404	1467	1531
Percussion Instructor, Band	1418	1482	1547
Drill Instructor, Band	1964	2052	2142
Senior Play Choreographer	937	979	1022
Math Team Advisor	1084	1133	1183
National Honor Society	911	952	994
Decathlon	2786	2911	3038
2 E.R.A.S.E. Advisors @ 912-953-995	1824	1906	1990
Popcert Director	1972	2061	2151
Jazz/Brass Ensemble	1004	1049	1095

**RUTHERFORD PUBLIC SCHOOLS
ELEMENTARY STUDENT BODY ACTIVITIES
SALARY GUIDES 2004-07**

	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
Elementary Band - Union	1713	1790	1868
Elementary Band - Pierrepont	1713	1790	1868
Elementary Band – WASAL	1713	1790	1868
Intramurals - Union	1322	1381	1442
Intramurals - Pierrepont	1322	1381	1442
Safety Patrol Advisor - Union	638	667	697
Safety Patrol Advisor - Pierrepont	638	667	697
Yearbook - Union	638	667	697
Yearbook - Pierrepont	638	667	697
Student Council - Union	638	667	697
Student Council - Pierrepont	638	667	697
Choral Director - Union	638	667	697
Choral Director - Pierrepont	638	667	697
Class Advisor - 8th - Union	638	667	697
Class Advisor - 8th - Pierrepont	638	667	697
Newspaper/Literary Journal - Pierrepont	530	554	579
Poetry Book - Union	452	472	493
School Store - Union	452	472	493
School Store - Pierrepont	452	472	493
Computers - Union	2766	2890	3016
Computers - Pierrepont	2766	2890	3016
Drama Club - Pierrepont	530	554	579
Drama Club - Union	530	554	579
Poetry Book Typist - Union	210	219	229
Homework Club – Union	452	472	493
Homework Club – Pierrepont	452	472	493
Elementary Language – Union	261	273	285
Elementary Language – Pierrepont	261	273	285
Odyssey of the Mind – Union	1640	1714	1789
Odyssey of the Mind – Pierrepont	1640	1714	1789
Odyssey of the Mind – WASAL	1640	1714	1789
Service Club – Pierrepont	452	472	493
Service Club – Union	452	472	493

**RUTHERFORD PUBLIC SCHOOLS
HIGH SCHOOL CLUBS
SALARY GUIDES 2004-07**

	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
Art Club	261	273	285
Biology Club	261	273	285
Chemistry Club	261	273	285
French Club	261	273	285
German Club	261	273	285
Gourmet Club	261	273	285
Spanish Club	261	273	285
Asian Club	340	355	371
Computer Club	340	355	371
Drama Club	340	355	371
Foreign Language Honor Society	340	355	371
Health Career Club	340	355	371
Photography Club	340	355	371
Physics/Astronomy Club	340	355	371
Psychology Club	340	355	371
Chess Club	419	438	458
FBLA Club	419	438	458
Interact Club	419	438	458
Key Club	419	438	458
Mock Trial	419	438	458
Pep Club	419	438	458
SCRIBE	419	438	458
Ski Club	419	438	458
Varsity Club	419	438	458

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, 2004 and shall continue in effect until June 30, 2007.

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.