

**Agreement Between  
the  
Board of Education of Rutherford  
and the  
Rutherford Education Association**

**2007-2010**

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This Agreement entered into on July 1, 2007, effective from the 1st day of July, 2007 by and between the Board of Education of Rutherford, the Borough of Rutherford, New Jersey, hereinafter called the "Board", and the Rutherford Education Association, hereinafter called the "Association".

**ARTICLE 1**  
**RECOGNITION**

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

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

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

**ARTICLE 2**  
**NEGOTIATIONS PROCEDURE**

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

**ARTICLE 3**  
**REPRESENTATION FEE**

- A. Purpose of Fee

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

B. Amount of Fee

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

C. Deduction and Transmission of Fee

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

D. Termination of Employment

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

E. Mechanics

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

F. Indemnification Clause

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

G. Certification

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

**ARTICLE 4**  
**GRIEVANCE PROCEDURE**

A. DEFINITIONS

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

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

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

#### B. PROCEDURE

1. The aggrieved employee shall institute action under the provisions hereof within fourteen (14) days of the occurrence complained of, or within fourteen (14) days after he/she would reasonably be expected to know of its occurrence. Failure to act within said fourteen (14) day period, shall be deemed to constitute an abandonment of the grievance.
2. The employee processing a grievance, shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal.
3. In the presentation of a grievance, the employee shall have the right to present his/her own appeal or to designate a representative to appear with him/her at any step in his/her appeal.
4. Whenever the employee appears with a representative, the Board shall have the right to designate a representative to participate at any stage of the grievance procedure.
5. To initiate the grievance procedure, an employee shall file a request to discuss his/her grievance with his/her immediate supervisor within the time period set forth in section 1. Where the immediate superior is below the rank of principal, the principal shall be notified and shall have the right to be present at and to participate in said hearing. The hearing shall be conducted within fourteen (14) days of the filing of the request. A written decision shall be rendered within five (5) days of said hearing.
6. If the grievance is not resolved to the employee's satisfaction, within five (5) days from the determination referred to in Paragraph 5 above, the employee shall submit his/her grievance to the Superintendent of Schools in writing, specifying:
  - (a) The nature of the grievance;
  - (b) The results of the previous discussion;

- (c) The basis of his/her dissatisfaction with the determination;
  - (d) The remedy being sought must be stated.
7. A copy of the writing called for in Paragraph 6 above, shall be furnished to the school principal and to the immediate superior of the aggrieved employee.
  8. Within ten (10) days from the receipt of the written grievance (unless a different period is mutually agreed upon), the Superintendent shall hold a hearing at which all parties in interest shall have the right to be heard.
  9. Within ten (10) days of said hearing (unless a different period is mutually agreed upon), the Superintendent shall, in writing, advise the employee and his/her representative, if there be one, of the superintendent's determination and shall forward a copy of said determination to the school principal and to the immediate superior of the aggrieved employee.
  10. In the event of the failure of the Superintendent to act in accordance with the provisions of Paragraphs 8 and 9, or, in the event a determination by him/her in accordance with the provisions thereof, is deemed unsatisfactory by either party - the dissatisfied party, within ten (10) days of the failure of the Superintendent to act or within ten (10) days of the determination by him/her, may appeal to the Board of Education.
  11. Where an appeal is taken to the Board, there shall be submitted by the appellant:
    - (a) The writing set forth in Paragraphs 6 and 9, and a further statement in writing setting forth the appellant's dissatisfaction with the Superintendent's action. A copy of said statement shall be furnished to the Superintendent and to the aggrieved party.
  12. The appellant in his/her appeal to the Board shall have the right to appear unless he/she notifies the Board within seven (7) days that he/she does not so desire, in which event the Board may consider the appeal on the written record submitted to it, or the Board may on its own conduct a hearing; or it may request the submission of additional written material. Where additional written materials are requested by the Board, copies thereof, shall be served upon the aggrieved parties who shall have the right to reply thereto. Where the appellant requests in writing a hearing before the Board, a hearing shall be held.
  13. The Board shall make a determination within thirty (30) days from the receipt of the grievance and shall in writing notify the employee, his/her representative if there be one, the principal, and the Superintendent of its determination. This time period may be extended by mutual agreement of the parties.
  14. a. If not settled at the Board stage, the grievance may, within fifteen (15) days thereafter be submitted by the Rutherford Education Association, to final and binding arbitration before an arbitrator experienced in school matters to be selected by mutual agreement of the parties. In the event such selection is not promptly agreed upon, the rules of the Public Employment Relations Commission shall apply with regard to the selection of an arbitrator and the conduct of the arbitration proceeding.

- b. The arbitrator's decision shall be in writing and shall set forth his/her findings, reasoning and conclusion(s) on the issue(s) submitted.
  - c. The arbitrator shall not have the authority to add to, modify or change any of the provisions of the written agreement.
  - d. The arbitrator shall not make any decision or award which would be contrary to law or which limits or interferes with the powers, duties and responsibilities of the Board of Education under applicable laws or rules and regulations having the effect of law, unless such powers, duties and responsibilities are limited under this Agreement.
  - e. The costs for the services of the arbitrator, including expenses, if any, shall be borne equally by the Association and the Board.
15. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be waiver of further appeal of the decision.
16. In the event a grievance shall be filed by an employee who is not subject to the jurisdiction of any principal or who may be answerable to more than one principal, he/she shall discuss his/her grievance initially with the Superintendent and if dissatisfied, with the determination, may appeal to the Board in accordance with the provisions herein set forth.
17. a. In any case, where a grievance is based upon the direct order, ruling or determination of the Superintendent, the aggrieved employee may appeal directly to the Board within ten (10) days of the issuance of said order, ruling or directive, or within ten (10) days of the time when same have been brought to the employee's attention by filing with the Secretary of the Board, a writing setting forth,
- (1) The order, ruling or determination complained of;
  - (2) The basis of the complaint;
  - (3) A request for a hearing if a hearing is desired.
- b. A copy of the writings set forth above shall be served upon the Superintendent who shall have the right to reply in writing thereto. A copy of such reply shall be served upon the aggrieved employee.
18. Upon receipt of a grievance filed under the provisions of Paragraph 17, the procedure shall be as set forth in Paragraphs 12 and 13.
19. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association.
20. All meetings and hearings under the procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this ARTICLE.
21. All employees shall be entitled to resort to the full procedure hereinabove set forth.

22. Whenever any teaching staff member is required to appear before the Board of Education or any committee or member thereof concerning any matter which could adversely affect the continuation of that teaching staff member in his/her office, position or employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of his/her own choosing present to advise and represent him/her during such meeting or interview. (Chapter 451, Laws of 1968)

C. YEAR END GRIEVANCE

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

**ARTICLE 5**  
**ASSOCIATION RIGHTS AND PRIVILEGES**

- A. The Board agrees to furnish to the Association in response to reasonable requests from time to time pertinent information concerning the financial resources of the school district. This is to include one copy of the annual audit and current school budget. At the beginning of each school year, the Association shall be supplied with the names and addresses of all unit members.
- B. Whenever any representative of the Association or any employee under this contract participates during working hours in negotiations, grievance proceedings, conferences, or meetings called by the Board and/or its representative, he/she shall suffer no loss of pay.
- C. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings when school is not in session and facilities are available. The requests for said use shall be approved by the Superintendent. The Association shall have the right to call at least six meetings per year at 3:30 p.m., giving advance notice to the Superintendent.
- D. The Association shall have in each school building a bulletin board in each faculty lounge.
- E. The Board of Education and the REA will establish a liaison committee which will consist of the officers of the Board of Education and the Rutherford Education Association. Said committees will meet twice during each school year. This committee is not intended to replace the grievance procedure.
- F. An Association representative may speak to teachers at any building faculty meeting for a period of up to 10 minutes on request of the representative.

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

- A. Health Care Benefits
  1. All personnel shall be entitled to full coverage under the Horizon Blue Cross Health Plan Options with the Board assuming the cost. In addition, the Board shall pay the entire cost of the family plan if the individual so elects. All new staff members and their families will be covered by the Horizon POS plan. At the conclusion of the third year of employment, the employee can choose to change coverage to the PPO plan that is

offered to other district employees. For full coverage details see Addendum 1 - Health Plan Options.

2. Current and new staff shall have the option of declining coverage from the Board. The employee shall receive payment at the following rate:
  - a. \$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 coverage, should their family circumstances change such that they lose the coverage. These family circumstances include: death, divorce, loss of job, or other event that results in the loss of insurance. Re-enrollment for any other reason can only occur during the open enrollment period. Re-enrollment is subject to the carrier's requirements. The effective date of coverage is subject to the carrier's requirements as well. Employees shall provide proof of alternate coverage to the Board.

#### B. DENTAL PLAN

1. The Board will pay up to \$40.00 per month per employee in the PPO for one party coverage. The Board will pay the full premium for one party coverage for employees in the POS health plan.
2. Dependent coverage (2 party or family) will remain available at a cost to the employee of the balance over and above the single coverage expense. Should the single coverage expense be less than \$30, the Board will contribute the difference (up to \$30) towards the dependent coverage.
3. The Board will pay one (1) additional month's premium on the health and three (3) additional months' premiums on the dental plans for each retiree, with the medical plan exception for those TPAF or PERS employees who have 25 years or more of service. (For coverage details see Addendum 1.)
4. For retiring employees wishing to continue applicable benefits, the Board of Education shall provide those benefits by complying with the current provisions of COBRA.

### **ARTICLE 7** **LEAVES**

All categories of personnel covered by this contract shall be eligible for the following days of leave:

#### A. Sick Leave

1. All persons holding any office, position, or employment in this school district who are steadily employed by the Board of Education shall be allowed sick leave with pay for a minimum of ten school days in any school year for ten month employees; eleven school days for eleven month employees; and twelve school days for twelve month employees. All unused sick leave days are cumulative for future use. Sick leave is prorated to actual hours worked.

## 2. Extended Sick Leave

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

In the case of an employee who is out ill for an extended period and is rapidly approaching depletion of his/her accumulated sick days, the Superintendent can bring this to the attention of the Board for possible immediate extension of time for said illness by Board granted sick days and/or side bar agreement.

## 3. Unused Sick Leave

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

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.

## B. Bereavement

1. All employees are entitled to up to four (4) bereavement days, following a death in their immediate family.
2. "Immediate family" is defined as the employee's husband, wife, legal domestic partner, children, parents, grandchildren, grandparents, brothers, sisters, brothers-in-law and sisters-in-law of either the employee or his/her spouse/legal domestic partner, and any other person who resides in the employee's household.
3. A fifth (5<sup>th</sup>) bereavement day may be requested for any of the following circumstances:
  - Funeral travel exceeding 200 miles round trip
  - Delay of funeral due to extenuating circumstances
  - Established religious customs

## C. PERSONAL DAYS

1. All employees shall be eligible for up to three (3) personal days per year without loss of pay. Circumstances which may be approved by the Superintendent are noted below in number 3.
  - a. Personal days are not cumulative except as described in Section D (Family Illness/Personal Leave Bank).
  - b. Personal days are not eligible for payment at retirement.
2. An "Application for Personal Day" shall be submitted to the Superintendent at least five (5) days prior to the day requested. If

due to an emergency an advance application is not possible, the employee's school shall be notified immediately by telephone and the application will be filed as promptly as possible afterwards.

3. Circumstances which may be approved are listed below and on the Application for Personal Day. The superintendent reserves the right to verify reasons offered for personal day requests.
  - Legal business which cannot be conducted outside of school hours
  - Funeral (other than immediate family)
  - Graduation in the immediate family
  - Illness of someone in the immediate family or immediate household
  - Observance of a religious holiday
  - Home emergency
  - Personal Day (1) (no reason necessary)
  - Other (explanation necessary)
4. One (1) of the three (3) personal days may be requested without specifying the reason except as here noted.
  - a. Personal day without reason may not be used for Monday/Friday absences, or to extend school holidays/vacations.

D. FAMILY ILLNESS/PERSONAL LEAVE BANK

Unused personal leave days can be accrued in a Personal Leave Bank to be used in subsequent years according to these guidelines:

1. Up to 10 personal days from prior years may be accrued in this bank.
2. Application for use of banked days follows the procedures prescribed above for annual personal days. The Superintendent reserves the right to verify reasons offered for banked day requests.
3. Banked days may be used only for:
  - a. Attending to health/medical needs of immediate family that cannot be taken care of outside of regular work hours.
  - b. Religious observance day if the employee's traditional religious observance days fall on school days. Such observance days should appear on the list of state recognized religious observance days, which can be found on the district's web site.
4. Personal Leave Bank days are not eligible for payment at retirement.

E. Perfect Attendance Bonus

There will be a perfect attendance bonus of \$250 to be paid to any employee who uses no sick, personal and/or Family Illness days in a single contract year.

VACATION

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

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

Twelve Month Contract

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

Eleven Month Contract

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

Ten Month Contract

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

\* May be pro-rated based upon hire date

**ARTICLE 9**  
**TRAVEL EXPENSES**

A mileage rate comparable to the current federal rate per mile shall be paid to any employee using his/her private automobile on approved school business.

**ARTICLE 10**  
**LONGEVITY**

Longevity will be paid to the following:

A. Longevity for certificated employees:

Service in  
Rutherford:

After 18 years	\$1,250
After 20 years	\$1,500
After 25 years	\$2,000
After 30 years	\$2,500

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

Service in  
Rutherford:

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

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

For service in  
Rutherford:

After 20 years	-	\$400
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D. Longevity is not cumulative and shall be pro-rated to the individual's anniversary date.

**ARTICLE 11**  
**TUITION REIMBURSEMENT**

A. Teachers

The Board will pay a maximum of \$1,000 per person per school year for tuition of graduate courses approved by the Superintendent to a maximum of \$26,000 per year. Only course work approved by the superintendent of schools shall be eligible for educational level and step advancement. Tuition will not include cost of books, meals, etc. This policy applies to tenured employees only. Payment will be made upon completion of the course and presentation of a report card, transcript, or letter stating such. The college bill will be

submitted to the business office for reimbursement. The school year is July 1 through June 30. All recipients must maintain a minimum of a "B" average.

B. Non-Certificated Employees

The Board will establish a pool of \$4,000 per year to be used by non-certificated employees for tuition for courses related to their work. Employees must have their courses approved in advance by the Superintendent or Business Administrator, as appropriate. The decisions of the Superintendent and Business Administrator shall not be grievable.

C. Reimbursement for All Employees

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

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

**ARTICLE 12**  
**PAYROLL AND RETIREMENT PLANS**

A. Section 125 Plan

The Board will institute a Section 125 Plan for all unit members at no cost to the employee.

B. Direct Deposit

The employee has the option of having his/her payroll deposited directly into the individual employee's bank of choice, up to two accounts.

C. Voluntary Investment Plans

The district will offer employees participation in the following investment plans:

- a. Roth 403b
- b. TSA 403b

**ARTICLE 13**  
**SCHOOL CALENDAR**

A. In determining the school calendar the Board, through the Superintendent, will hold discussions and seek suggestions from the Association. Final approval of the school calendar rests with the Board.

B. The Board agrees to grant half-day sessions on the days before Thanksgiving and Christmas vacations.

C. In the event that there are one or more unused emergency school closing days available, the school will close the Friday before Memorial Day weekend for all employees.

**ARTICLE 14**  
**TEACHER ASSIGNMENT**

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

**ARTICLE 15**  
**TEACHING HOURS AND TEACHING LOAD**

- A. Teachers shall indicate their presence or absence in the building in the appropriate manner as set forth by the building principal.
- B. The teacher workday shall be as follows:
  - 1. Grades K-5. The total work day for teachers will be seven (7) hours.
  - 2. Grades 6-8. The total day will be seven (7) hours and twelve (12) minutes.
  - 3. Grades 9-12. The total day will be seven (7) hours and twelve (12) minutes.
  - 4. For the purposes of this agreement, a study shall be considered a teaching period.
- C. Lunch
  - 1. Teachers volunteering and assigned to lunch supervision during their duty free lunch will be paid \$19.00 per hour.
  - 2. All teachers shall have a duty free lunch equal in length to an instructional period. (Elementary grades K-5 will be 45 minutes.) Teacher lunch period may not, however, be the same time as students. Lunch supervision may be an assigned duty.
- D. Whenever an emergency arises necessitating the coverage of classes, the principal may ask for this coverage among the faculty.
- E.
  - 1. Certified personnel shall return to their home school for one back-to-school night each year.
  - 2. Participation in co-curricular activities and other school sponsored events within one's home school are considered a part of the certified staff member's professional obligations, including when such activities occur outside of the normal school day. In the event that a school activity is not adequately chaperoned by faculty volunteers, the administration may assign coverage from among faculty on a fair, equitable and rotating basis. In the event that a staff member is unable to fulfill the assignment upon request due to a personal commitment, he/she may ask to substitute it for a future event.

If departure of past practice regarding the number of events, chaperone coverage required or timing of events occurs, the Administration and the REA will discuss in advance of events.

- F.
1. Teachers shall be expected to remain one day per week, preferably Monday, beyond the normal school day in order to attend administrative, departmental, or R.E.A. meetings. As has been the custom, meetings may be called for curriculum or in-service training. These meetings may extend beyond the normal school day.
  2. Teachers will be expected to remain, an appropriate amount of time, after the end of the normal school day on Tuesdays through Thursdays for extra help when requested by the students.
  3. The notice of an agenda for any faculty building meetings shall be given to the teachers prior to meetings, except in an emergency. The teachers shall have the opportunity to suggest items for the agenda at such meetings.
  4. Teachers may leave the buildings without requesting permission during their scheduled duty-free lunch periods. Teachers shall sign out when leaving and sign in upon return.
  5. Teachers may leave at student dismissal on Fridays and any other day beginning a holiday.

G. Calendar

The work year shall be 188 days (186 pupil days and 2 teacher only days). The Board may replace a teacher/student day with a teacher only day. The last three days of the school year shall be the legal minimum days for students and full days for teachers.

H. K-5 Parent Conference Days

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

I. Teaching Load:

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

considered an administrative period for the regular classroom teacher. In kindergarten grades, all prep time exceeding 210 minutes is considered an administrative period.

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

J. Teacher Preparation Time

1. Elementary school teachers will be guaranteed 210 minutes prep time per normal school week.
2. All sixth through twelfth grades classroom teachers will be guaranteed one period per day of preparation time. The definition of classroom teacher will exclude those positions listed in the Administrative Code under Educational Services License Requirements as of 1/9/2003, with the exception of reading specialist. A copy of the code citation for Educational Services Licenses NJAC 6A:9-13 for 1/9/2003 is included as an addendum to this contract.
3. The Superintendent of Schools shall make every effort to secure substitutes for specialists, handling entire classes, when they are out of school so that elementary school teachers are not deprived of their preparation period(s) and/or administrative period(s).
4. Teachers will not be paid for lost preparation periods.

K. Course Preparation Load

To the extent possible, the 6<sup>th</sup> - 12<sup>th</sup> grade teachers' schedule will not require more than four course preparations at any given time.

**ARTICLE 16**  
**TEACHER-ADMINISTRATION LIAISON**

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

**ARTICLE 17**  
**TEACHER EVALUATION**

- A.
1. All monitoring or observation of the work performance of a teacher shall be conducted openly, with full knowledge of the teacher, by a duly certificated person.
  2. A teacher shall be given a copy of any evaluation report prepared by his/her evaluators at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the teacher's file, or otherwise acted upon, without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.
  3. Signature on the written evaluation report does not necessarily imply agreement with its content.

Board Policy #4116 related to Evaluations can be found on the District website.

- B. A teacher shall have the right upon request to review the contents of any evaluation. A teacher shall be entitled to have a representative accompany him/her during such review.
- C. Prior to any annual evaluation report, the immediate supervisor of a non-tenure teacher shall have had (written) communication, including but not limited to all steps in Section 2 below, with said teacher regarding his/her performance as a teacher.

D. Increment Withholding

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

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

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

**ARTICLE 18**  
**PROMOTIONS & VACANCIES**

- A. Promotional positions are defined as follows:
  1. Positions paying a salary differential and/or positions on the administrator-supervisory levels of responsibility.
  2. All vacancies, including promotional positions, shall be adequately publicized by the Superintendent in accordance with the following procedure:
    - a. When school is in session, a notice shall be posted in each school as far in advance as practicable. A copy of the said notice shall be given to the Association at the time of posting. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice, and the Superintendent shall acknowledge the receipt of all such applications.
    - b. Whenever a vacancy or promotion becomes available during the summer months a copy of the notice shall be given to the Association and shall be posted on the bulletin board outside the superintendent's office. In addition, the superintendent will notify individual staff members, who have previously indicated general interest in such a vacancy. Interest must be expressed in written form and submitted to the superintendent's office with appropriate contact information by March 1<sup>st</sup> of each year.
- B. In both situations set forth in Section A above, the qualifications for the position, its duties, and the rate of compensation, shall be clearly set forth.
- C. A list of appointments shall be given to the Association indicating which positions have been filled and by whom.
- D. In no event shall anyone seeking consideration to fill a promotional vacancy be considered if the vacancy in question requires a specific certificate and the applicant does not possess such a certificate.
- E. The Board is willing to consider applications from the staff for any vacancies in promotional positions. The willingness of the Board to consider applications by the staff shall not be deemed to limit the absolute

right of the Board to make the final determination as to who shall be promoted and, if in the sole and unlimited discretion of the Board the position in question can best be filled by an individual outside of the system, the Board shall have the right to fill such position with such individual and the action of the Board in such a determination shall not be subject to review under Grievance Procedure.

**ARTICLE 19**  
**TRANSFERS AND REASSIGNMENTS**

A. Involuntary Transfers and Reassignments

1. Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable and shall be made subject to the provisions of N.J.S.A. 34:13A-25.
2. An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the immediate superior, at which time the teacher shall be notified of the reason therefore. In the event that a teacher objects to the transfer or reassignment at this meeting, upon the request of the teacher, the Superintendent shall meet with him/her. The teacher may, at his/her option, have an Association representative at such meeting.
3. Regardless of any meeting which may occur relative to an involuntary transfer or reassignment, the decision of the Board acting through the Superintendent shall in all cases be final and binding so long as the transfer or reassignment is to a position which the teacher in question is certified to teach.

B. Voluntary Transfers and Reassignments

1. The Association shall formally submit to the Superintendent by 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 20**  
**GUIDANCE AND CHILD STUDY TEAM**

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

**ARTICLE 21**  
**SECRETARIES**

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

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

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

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

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

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

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

- A. Bus Drivers who are steadily employed will be granted one sick day (to a maximum of ten) per each month worked during any given school year. Said leave is pro-rated to actual hours worked per day and is accumulative.
- B. Bus Drivers will be compensated for five holidays, namely Thanksgiving, Christmas, New Year's Day, Presidents' Day and the Friday after Thanksgiving. Payment will be made at the hourly rate and the number of hours worked per day. This benefit will begin in the third year of the individual's employment.
- C. The Board shall pay the Bus Drivers for a full day for snow\excessive heat days and any unscheduled half day. The employee gets paid for the hours worked on scheduled half days.
- D. The Board shall pay bus drivers at time and a half for hours worked on State holidays, provided that the Rutherford Schools are closed on that day.
- E. The Board shall provide bus drivers with a meal allowance of \$9.00 upon submission of receipt) when working extended days - 5 or more consecutive hours at one event.
- F. Bus Drivers responsible for transporting students on day-long trips on weekends for which students are dropped off and then picked up at the end of the event shall be paid two (2) hours for drop off and two (2) hours for pick up. They shall also receive \$55 as compensation for remaining on-call should the students need to return before the scheduled event. No meal allowance shall be paid.
- G. Bus drivers will be compensated for two (2) hours call time if he/she is notified of a cancellation less than 24 hours before the scheduled event.
- H. All new bus drivers will be provided a new jacket after six months of employment.  
  
The Board shall provide the bus drivers with new jackets every 4 years, upon their anniversary date. The cap for the jacket shall be raised to \$75.
- I. In the event that summer drivers are needed for students, current full time drivers will be given priority to accept this position.

All new full time bus drivers hired will be on a ten-month contract.

**ARTICLE 23**  
**WORKING CONDITIONS**  
**CUSTODIANS, MAINTENANCE PERSONNEL**

- A. Qualifications shall be the primary prerequisite for all job openings. Notification of openings shall be forwarded to the President of the REA.
- B. Notice of an involuntary transfer or reassignment shall be given to staff as soon as practicable, and subject to the provisions of N.J.S.A. 34:13A-25.
- C. An involuntary transfer or reassignment shall be made only after a meeting between the staff person involved and the immediate superior, at which time the staff person shall be notified of the reason therefore. In the event that a staff person objects to the transfer or reassignment at this meeting, upon the request of the staff person, the Superintendent shall meet with him/her. The staff person may, at his/her option, have an Association representative at such meeting.
- D. Regardless of any meeting which may occur relative to an involuntary transfer or reassignment, the decision of the Board acting through the Superintendent shall in all cases be final and binding as long as the transfer or reassignment is to be a position which the staff person in question is qualified.
- E. Custodians and maintenance personnel will be supplied with four uniforms per year. The employee will be responsible for the laundering of the uniforms. Safety shoes must be worn during working hours. The Board will reimburse employees up to \$115 per year for shoe allowance with receipts. The Board will not assume any responsibility for injury unless he/she is wearing his/her safety shoes. All full time maintenance and/or custodial personnel will be provided a new jacket after 6 months employment. New jackets shall be provided every four (4) years, upon their anniversary date. Jackets rendered unusable by on-the-job accidents will be replaced. Anyone leaving our employment must return said jacket.
- F. The Board shall provide rain gear for all custodial/maintenance employees as needed for use in the performance of his/her duties.
- G. The Board will pay for the boiler licenses of custodians and maintenance personnel.
- H.
  - 1. An employee recalled for emergencies from his/her home to work at the school after completing his/her regular shift or prior to the commencement of his/her regular shift shall be guaranteed a minimum of two (2) hours at time and one-half, except when an employee is recalled in on Sunday 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, both full-time and part-time custodians, regardless of regular shift assignment, will report to his/her building on the day shift schedule for snow removal. Any part-time custodian who has another full-time day job is exempt from this requirement. All maintenance personnel will report to Pierrepont School at their regular starting time.
- M. Discipline of custodial and maintenance personnel shall be subject to Board policy #4217.5. Adherence to this policy shall be subject to the grievance procedure.
- N. Whenever possible, non-certificated employees will receive notice of re-employment by 5/15.
- O. If the entire custodial or maintenance operation of the district is to be subcontracted, the Board will give the affected staff members ninety (90) days notice of termination from the day the contract with the contractor is approved by the Board. This provision shall not apply in cases of emergency or attrition or if the entire custodial or maintenance staff is not replaced simultaneously.
- P. The Board shall provide vacation checks to custodial/maintenance personnel before their vacations, providing that 30 days notice is given, and that the request for delivery of the check will not occur prior to the eighth of the month.
- Q. Stipends will be paid as follows for the duration of the contract:
- |                        |                     |         |
|------------------------|---------------------|---------|
| Head Custodian         | - High School       | \$3,700 |
| Head Evening Custodian | - High School       | \$1,000 |
| Head Custodian         | - Union School      | \$2,400 |
| Head Custodian         | - Pierrepont School | \$2,400 |
| Head Custodian         | - Washington School | \$2,400 |
| Head Custodian         | - Lincoln School    | \$2,400 |

**ARTICLE 24**  
**CLERICAL ASSISTANTS/BUS ASSISTANTS**

Clerical 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 25**  
**TEACHER ASSISTANTS**

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

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

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

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

**ARTICLE 26**  
**OTHER RATES**

- A. Parent Education Coordinator: Annual Stipend \$2,000.
- B. Web Master: Annual Stipend \$4,000
- C. Transportation Coordinator: Annual Stipend \$7,200

**ARTICLE 27**  
**NON-CERTIFICATED STAFF EVALUATION**

All observations of the work performances of personnel shall be conducted openly and with full knowledge of the observed. The employee shall be given a copy of any evaluation report at least one (1) day before any conference to discuss it. The employee who has performed in an unsatisfactory manner will be advised promptly and given a verbal warning. Second and further offenses will be discussed with employee and his representative and a written report issued and filed. Disciplinary action may be taken at any time if necessary.

RUTHERFORD PUBLIC SCHOOLS  
TEACHERS SALARY GUIDE  
2007-2008

<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>DOC</u>
1	41,400	42,600	44,600	46,400	48,700	50,600
2	42,385	43,585	45,585	47,385	49,685	51,585
3	43,455	44,655	46,655	48,455	50,755	52,655
4	44,522	45,722	47,722	49,522	51,822	53,722
5	45,615	46,915	48,915	50,715	53,015	54,915
6	46,735	48,235	50,235	52,035	54,335	56,235
7	47,915	49,715	51,715	53,515	55,815	57,715
8	49,658	51,658	53,658	55,558	58,008	59,908
9	51,515	53,615	55,715	57,715	60,415	62,315
10	53,797	55,997	58,197	60,397	63,197	65,097
11	56,182	58,482	60,782	63,182	66,082	67,982
12	58,757	61,157	63,557	66,157	69,157	71,057
13	62,003	64,503	67,003	69,703	73,003	74,903
14	65,430	68,130	70,830	73,630	76,980	78,880
15	69,724	72,816	75,716	78,616	82,416	84,316
16			80,218	83,321	89,000	90,900

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  
2008-2009

<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>DOC</u>
1	43,244	45,244	47,644	50,144	52,944	54,944
2	44,229	46,229	48,629	51,129	53,929	55,929
3	45,299	47,299	49,699	52,199	54,999	56,999
4	46,366	48,366	50,766	53,266	56,066	58,066
5	47,459	49,459	51,859	54,359	57,159	59,159
6	48,579	50,579	52,979	55,479	58,279	60,279
7	49,759	51,759	54,159	56,659	59,459	61,459
8	51,502	53,502	56,002	58,502	61,302	63,302
9	53,359	55,459	57,959	60,459	63,259	65,259
10	55,641	57,841	60,341	62,841	65,641	67,641
11	58,026	60,326	62,826	65,326	68,126	70,126
12	60,601	63,001	65,501	68,101	71,101	73,101
13	63,847	66,347	68,847	71,547	74,847	76,847
14	67,274	69,974	72,474	75,274	78,774	80,774
15	71,224	74,316	76,816	79,716	83,516	85,516
16			81,718	84,821	90,500	92,500

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RUTHERFORD PUBLIC SCHOOLS  
TEACHERS SALARY GUIDE  
2009-2010

<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>DOC</u>
1	45,113	47,413	50,313	53,313	57,513	59,713
2	45,913	48,213	51,113	54,113	58,313	60,513
3	46,813	49,113	52,013	55,013	59,213	61,413
4	47,813	50,113	53,013	56,013	60,213	62,413
5	48,913	51,213	54,113	57,113	61,313	63,513
6	50,013	52,313	55,213	58,213	62,413	64,613
7	51,242	53,542	56,442	59,442	63,642	65,842
8	53,000	55,300	58,200	61,200	65,400	67,600
9	54,857	57,157	60,057	63,057	67,257	69,457
10	57,139	59,539	62,439	65,439	69,639	71,839
11	59,524	61,924	64,824	67,824	72,024	74,224
12	62,299	64,699	67,699	70,699	75,099	77,299
13	65,546	68,046	71,146	74,146	78,546	80,746
14	69,027	71,827	75,027	78,027	82,727	84,927
15	72,692	75,784	79,084	82,084	87,484	89,684
16			83,186	86,389	92,600	94,800

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  
2007-2008

<u>STEP</u>	<u>10-Month</u>	<u>11-Month</u>	<u>12-Month</u>	<u>Administrative</u>
1	24,236	26,660	29,083	34,900
2	24,774	27,251	29,729	35,675
3	25,326	27,859	30,391	36,469
4	25,890	28,479	31,068	37,282
5	26,468	29,115	31,762	38,114
6	27,652	30,417	33,182	39,819
7	28,892	31,781	34,670	41,604
8	30,192	33,211	36,230	43,476
9	31,555	34,711	37,866	45,439
10	32,982	36,280	39,578	47,494
11	34,791	38,270	41,749	
12	36,738	40,412	44,086	

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

RUTHERFORD PUBLIC SCHOOLS  
SECRETARIES SALARY GUIDE  
2008-2009

<u>STEP</u>	<u>10-Month</u>	<u>11-Month</u>	<u>12-Month</u>	<u>Administrative</u>
-------------	-----------------	-----------------	-----------------	-----------------------

1	25,036	27,540	30,043	36,052
2	25,574	28,131	30,689	36,827
3	26,126	28,739	31,351	37,621
4	26,690	29,359	32,028	38,434
5	27,268	29,995	32,722	39,266
6	28,452	31,297	34,142	40,971
7	29,692	32,661	35,630	42,756
8	30,992	34,091	37,190	44,628
9	32,355	35,591	38,826	46,591
10	33,702	37,072	40,442	48,531
11	35,536	39,090	42,643	
12	37,538	41,292	45,046	

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

RUTHERFORD PUBLIC SCHOOLS  
SECRETARIES SALARY GUIDE  
2009-2010

<b>STEP</b>	<b>10-Month</b>	<b>11-Month</b>	<b>12-Month</b>	<b>Administrative</b>
1	25,976	28,574	31,171	37,405
2	26,514	29,165	31,817	38,180
3	27,066	29,773	32,479	38,975
4	27,630	30,393	33,156	39,787
5	28,208	31,029	33,850	40,620
6	29,392	32,331	35,270	42,324
7	30,632	33,695	36,758	44,110
8	31,932	35,125	38,318	45,982
9	33,295	36,625	39,954	47,945
10	34,642	38,106	41,570	49,884
11	36,476	40,124	43,771	
12	38,478	42,326	46,174	

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

RUTHERFORD PUBLIC SCHOOLS  
CUSTODIAL/MAINTENANCE GUIDE  
2007-2008

<u>Step</u>	<u>Custodian</u>	<u>Maintenance Class B</u>	<u>Maintenance Class A</u>
1	29,698	32,816	35,770
2	30,394	33,585	36,608
3	31,108	34,374	37,468
4	31,840	35,183	38,350
5	32,590	36,012	39,253
6	34,128	37,711	41,105
7	35,742	39,495	43,049
8	37,606	41,555	45,295
9	39,574	43,729	47,665
10	41,649	46,022	50,164
11	45,030	49,758	54,236

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

RUTHERFORD PUBLIC SCHOOLS  
CUSTODIAL/MAINTENANCE GUIDE  
2008-2009

Maintenance

Maintenance

<b>Step</b>	<b>Custodian</b>	<b>Class B</b>	<b>Class A</b>
1	30,737	33,964	37,021
2	31,433	34,733	37,859
3	32,147	35,522	38,719
4	32,879	36,331	39,601
5	33,629	37,160	40,504
6	35,167	38,860	42,357
7	36,781	40,643	44,301
8	38,645	42,703	46,546
9	40,613	44,877	48,916
10	42,688	47,170	51,416
11	46,069	50,906	55,488

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

RUTHERFORD PUBLIC SCHOOLS  
CUSTODIAL/MAINTENANCE GUIDE  
2009-2010

<u>Step</u>	<u>Custodian</u>	<u>Maintenance Class B</u>	<u>Maintenance Class A</u>
1	31,835	35,178	38,344
2	32,531	35,947	39,182
3	33,245	36,736	40,042
4	33,977	37,545	40,924
5	34,727	38,373	41,827
6	36,265	40,073	43,679
7	37,879	41,856	45,623
8	39,743	43,916	47,868
9	41,711	46,091	50,239
10	43,786	48,384	52,738
11	47,167	52,120	56,810

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

RUTHERFORD PUBLIC SCHOOLS  
TEACHER ASSISTANT GUIDE

<u>Step</u>	<u>2007-2008</u>	<u>2008-2009</u>	<u>2009-2010</u>
1	16.10	16.72	17.44
2	16.58	17.22	17.97
3	17.08	17.74	18.51
4	17.58	18.26	19.05

RUTHERFORD PUBLIC SCHOOLS  
CLERICAL ASSISTANT GUIDE

<u>Step</u>	<u>2007-2008</u>	<u>2008-2009</u>	<u>2009-2010</u>
1	15.42	15.98	16.64
2	15.94	16.51	17.20
3	16.48	17.07	17.78
4	17.02	17.63	18.37

RUTHERFORD PUBLIC SCHOOLS  
BUS DRIVERS GUIDE

<u>Step</u>	<u>2007-2008</u>	<u>2008-2009</u>	<u>2009-2010</u>
1	20.18	21.11	22.08
2	20.86	21.82	22.82
3	21.53	22.52	23.56

**RUTHERFORD PUBLIC SCHOOLS  
ATHLETICS SALARY GUIDE  
2007-2008**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
<b><u>Tier A</u></b>			
Football Head	8216	8316	8416
Assistant (5)	5610	5710	5810
<ul style="list-style-type: none"> <li>• Assistant 70% of Tier A Head Coach</li> </ul>			
<b><u>Tier B</u></b>			
Boys Basketball Head	6954	7054	7154
Assistant (2)	4808	4908	5008
Girls Basketball Head	6954	7054	7154
Assistant (2)	4808	4908	5008
Wrestling Head	6954	7054	7154
Assistant (2)	4808	4908	5008
<ul style="list-style-type: none"> <li>• Head 85% of Head Football</li> <li>• Assistant 70% of Tier B Head Coach</li> </ul>			
<b><u>Tier C</u></b>			
Baseball Head	6112	6212	6312
Assistant (2)	4218	4318	4418
Girls Softball Head	6112	6212	6312
Assistant (2)	4218	4318	4418
Boys Soccer Head	6112	6212	6312
Assistant (2)	4218	4318	4418
Girls Soccer Head	6112	6212	6312
Assistant (1)	4218	4318	4418
Boys Spring Track Head	6112	6212	6312
Assistant (2)	4218	4318	4418
Girls Spring Track Head	6112	6212	6312
Assistant (1)	4218	4318	4418
Swimming Head/Boys/Girls	6112	6212	6312
Assistant (1)	4218	4318	4418
<ul style="list-style-type: none"> <li>• Head 75% of Head Football</li> <li>• Assistant 70% of Tier C Head Coach</li> </ul>			
<b><u>Tier D</u></b>			
Boys Indoor Track Head	5691	5791	5891
Assistant (1)	3956	4056	4156
Girls Indoor Track Head	5691	5791	5891
Cross Country Boys	5691	5791	5891
Cross Country Girls	5691	5791	5891
Volleyball Head	5691	5791	5891
Assistant (2)	3956	4056	4156

Boys Tennis Head	5691	5791	5891
Assistant (1)	3956	4056	4156

Girls Tennis Head	5691	5791	5891
Assistant (1)	3956	4056	4156

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

**Tier E**

Bowling	4008	4108	4208
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Cheerleader Coaches:

Fall Head Coach	4008	4108	4208
Assistant (1)	3291	3417	3473
Winter Head Coach	4008	4108	4208
Assistant (1)	3291	3417	3473

Strength Coach (4) seasons	4008	4108	4208
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- Head 50% of Head Football
- Assistant 70% of Tier E Head Coach

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

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

After 7 years - \$150.00 will be paid in years 8, 9, 10, 11 and 12  
 After 12 years - \$300.00 will be paid in year 13 and each year thereafter

Stipends are not cumulative.

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

**RUTHERFORD PUBLIC SCHOOLS  
ATHLETICS SALARY GUIDE  
2008-2009**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
<b><u>Tier A</u></b>			
Football Head	8553	8653	8753
Assistant (5)	5927	6027	6127
<ul style="list-style-type: none"> <li>• Assistant 70% of Tier A Head Coach</li> </ul>			
<b><u>Tier B</u></b>			
Boys Basketball Head	7240	7340	7440
Assistant (2)	5008	5108	5208
Girls Basketball Head	7240	7340	7440
Assistant (2)	5008	5108	5208
Wrestling Head	7240	7340	7440
Assistant (2)	5008	5108	5208
<ul style="list-style-type: none"> <li>• Head 85% of Head Football</li> <li>• Assistant 70% of Tier B Head Coach</li> </ul>			
<b><u>Tier C</u></b>			
Baseball Head	6365	6465	6565
Assistant (2)	4395	4495	4595
Girls Softball Head	6365	6465	6565
Assistant (2)	4395	4495	4595
Boys Soccer Head	6365	6465	6565
Assistant (2)	4395	4495	4595
Girls Soccer Head	6365	6465	6565
Assistant (1)	4395	4495	4595
Boys Spring Track Head	6365	6465	6565
Assistant (2)	4395	4495	4595
Girls Spring Track Head	6365	6465	6565
Assistant (1)	4395	4495	4595
Swimming Head/Boys/Girls	6365	6465	6565
Assistant (1)	4395	4495	4595
<ul style="list-style-type: none"> <li>• Head 75% of Head Football</li> <li>• Assistant 70% of Tier C Head Coach</li> </ul>			
<b><u>Tier D</u></b>			
Boys Indoor Track Head	5927	6027	6127
Assistant (1)	4089	4189	4289
Girls Indoor Track Head	5927	6027	6127
Cross Country Boys	5927	6027	6127
Cross Country Girls	5927	6027	6127
Volleyball Head	5927	6027	6127
Assistant (2)	4089	4189	4289

Boys Tennis Head	5927	6027	6127
Assistant (1)	4089	4189	4289
Girls Tennis Head	5927	6027	6127
Assistant (1)	4089	4189	4289

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

**Tier E**

Bowling	4180	4280	4380
Cheerleader Coaches:			
Fall Head Coach	4180	4280	4380
Assistant (1)	3291	3417	3473
Winter Head Coach	4180	4280	4380
Assistant (1)	3291	3417	3473
Strength Coach (4) seasons	4180	4280	4380

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

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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  
2009-2010**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
<b><u>Tier A</u></b>			
Football Head	8912	9012	9112
Assistant (5)	6178	6278	6378

- Assistant 70% of Tier A Head Coach

<b><u>Tier B</u></b>			
Boys Basketball Head	7545	7645	7745
Assistant (2)	5222	5322	5422
Girls Basketball Head	7545	7645	7745
Assistant (2)	5222	5322	5422
Wrestling Head	7545	7645	7745
Assistant (2)	5222	5322	5422

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

<b><u>Tier C</u></b>			
Baseball Head	6634	6734	6834
Assistant (2)	4584	4684	4784
Girls Softball Head	6634	6734	6834
Assistant (2)	4584	4684	4784
Boys Soccer Head	6634	6734	6834
Assistant (2)	4584	4684	4784
Girls Soccer Head	6634	6734	6834
Assistant (1)	4584	4684	4784
Boys Spring Track Head	6634	6734	6834
Assistant (2)	4584	4684	4784
Girls Spring Track Head	6634	6734	6834
Assistant (1)	4584	4684	4784
Swimming Head/Boys/Girls	6634	6734	6834
Assistant (1)	4584	4684	4784

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

<b><u>Tier D</u></b>			
Boys Indoor Track Head	6178	6278	6378
Assistant (1)	4265	4365	4465
Girls Indoor Track Head	6178	6278	6378
Cross Country Boys	6178	6278	6378
Cross Country Girls	6178	6278	6378
Volleyball Head	6178	6278	6378
Assistant (2)	4265	4365	4465

Boys Tennis Head	6178	6278	6378
Assistant (1)	4265	4365	4465
Girls Tennis Head	6178	6278	6378
Assistant (1)	4265	4365	4465

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

**Tier E**

Bowling	4360	4460	4560
Cheerleader Coaches:			
Fall Head Coach	4360	4460	4560
Assistant (1)	3291	3417	3473
Winter Head Coach	4360	4460	4560
Assistant (1)	3291	3417	3473
Strength Coach (4) seasons	4360	4460	4560

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

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**RUTHERFORD PUBLIC SCHOOLS  
HIGH SCHOOL STUDENT BODY ACTIVITIES  
SALARY GUIDES 2007-2010**

	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
2 Class Sponsors-12th @ 1550 - 1604 - 1665	3100	3208	3330
2 Class Sponsors-11th @ 1325 - 1380 - 1441	2650	2760	2882
2 Class Sponsors-10th @ 1125 - 1180 - 1240	2250	2360	2480
1 Class Sponsor-9 <sup>th</sup>	1100	1155	1210
6 Intramurals @ 1800 - 1854 - 1924	10800	11124	11544
Decathlon	3150	3205	3260
All School Play Director	2250	2310	2365
Senior Play Director	2250	2310	2365
Senior Play Music Director (if musical)	2250	2310	2365
Senior Play Choreographer	1150	1240	1300
Stage Crew Director(s)	3100	3160	3220
Vocal Ensemble (Special Chorus)	1200	1250	1310
Pit Band Director	1150	1240	1300
Jazz/Brass Ensemble	1200	1255	1310
Audio-Visual	1500	1560	1620
Yearbook - Art & Literary	3645	3700	3750
Yearbook - Business	2125	2180	2230
Newspaper	2100	2155	2220
G. O. Collector	3025	3080	3130
Student Council	3150	3205	3260
Band Director	4160	4215	4270
Band Front Director	1620	1675	1730
Percussion Instructor, Band	1630	1685	1740
Drill Instructor, Band	2230	2285	2340
National Honor Society	1100	1155	1210
E.R.A.S.E. Advisor	1200	1255	1305
FBLA	1200	1255	1305
FCCLA	1200	1255	1305
Math Team Advisor	1200	1255	1305
Interact	1200	1255	1305
Mock Trial	1200	1255	1305
Scribe	1200	1255	1305
Heroes and Cool Kids	1200	1255	1305

**RUTHERFORD PUBLIC SCHOOLS  
ELEMENTARY STUDENT BODY ACTIVITIES  
SALARY GUIDES 2007-2010**

	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
Computers - Union	3050	3100	3151
Computers - Pierrepont	3050	3100	3151
Elementary Band - Union	1924	1960	2002
Elementary Band - Pierrepont	1924	1960	2002
Odyssey of the Mind - Union	1810	1850	1901

Odyssey of the Mind - Pierrepont	1810	1850	1901
Intramurals - Union	1500	1550	1604
Intramurals - Pierrepont	1500	1550	1604
Drama Director - Pierrepont	1500	1550	1601
Drama Director - Union	1500	1550	1601
Choral Director - Union	1250	1300	1400
Choral Director - Pierrepont	1250	1300	1400
Yearbook - Union	730	770	801
Yearbook - Pierrepont	730	770	801
Student Council - Union	730	770	801
Student Council - Pierrepont	730	770	801
Class Advisor - 8th - Union	730	770	801
Class Advisor - 8th - Pierrepont	730	770	801
Safety Patrol Advisor - Union	730	770	801
Safety Patrol Advisor - Pierrepont	730	770	801
Newspaper/Literary Journal - Pierrepont	610	645	702
School Store - Union	530	570	602
School Store - Pierrepont	530	570	602
Homework Club - Union	530	570	602
Homework Club - Pierrepont	530	570	602
Service Club - Pierrepont	530	570	602
Service Club - Union	530	570	602
Music Director - Union	530	570	602
Music Director - Pierrepont	530	570	602
Elementary Language - Union	310	350	401
Elementary Language - Pierrepont	310	350	401
Poetry Book - Union	530	570	602
Poetry Book Typist - Union	250	269	301

RUTHERFORD PUBLIC SCHOOLS  
HIGH SCHOOL CLUBS  
SALARY GUIDES 2007-2010

	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
<b><u>Tier A</u></b>			
Art Club	320	372	423
Biology Club	320	372	423
Chemistry Club	320	372	423
French Club	320	372	423
Spanish Club	320	372	423
Latin Club	320	372	423
<b><u>Tier B</u></b>			
Computer Club	420	472	525
Drama Club	420	472	525
Foreign Language Honor Society	420	472	525
Health Career Club	420	472	525
Photography Club	420	472	525
Physics/Astronomy Club	420	472	525
Psychology Club	420	472	525
<b><u>Tier C</u></b>			
Chess Club	500	552	625
Pep Club	500	552	625
Ski Club	500	552	625
Varsity Club	500	552	625
Amnesty International Club	500	552	625
Golf Club	500	552	625

GENERAL:

Except as this Agreement shall hereinafter or otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the terms of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any employee benefit existing prior to its effective date.

This Agreement shall become effective as of July 1, 2007 and shall continue in effect until June 30, 2010.

APPROVED:

Carol Aduato Brown, Co-President Rutherford Education Association	Thom Casadonte, President Rutherford Board of Education
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Patricia Beggs, Secretary Rutherford Education Association	Robert R. Brown, Board Secretary Rutherford Board of Education
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Date of Approval	Date of Approval
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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.