

Contract no. 569

AGREEMENT
between the
RUTHERFORD BOARD OF EDUCATION
and the
RUTHERFORD EDUCATION ASSOCIATION

July 1, 1991 - June 30, 1994

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1991-92 Officers**

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This Agreement entered into this 1st day of July, 1991 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".

representative of employees for all certificated regular employed personnel including:

1. All teachers in any category provided however, that the professional portion of such teachers are not supervisory in nature. This shall include teachers, librarians, guidance counselors, learning disability teacher-consultant, home school counselor, and the school psychologist. In addition to the foregoing, the Association is also recognized as the representative for custodial, maintenance personnel, school electricians, clerks, bus drivers, utility people, delivery personnel, and clerical assistants.

but excluding:
2. Principals, Vice-Principals, Administrative Assistants to the Principal, Supervisors, and any other certificated regularly employed personnel exercising supervisory functions.

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all certificated regularly employed personnel including:
1. All teachers in any category provided however, that the predominant duties of such teachers are not supervisory in nature. This shall include nurses, librarians, guidance counsellors, learning disability teacher-consultant, home school counsellor, and the school psychologist. In addition to the foregoing, the Association is also recognized as the representative for custodians, maintenance personnel, school secretaries, secretaries in the Board of Education Office, electricians, plumbers, bus drivers, utility people, delivery personnel, and clerical assistants,

but excluding:
 2. Principals, Vice-Principals, Administrative Assistants to the Principal, Supervisors, and any other certificated regularly employed personnel exercising supervisory functions.

NEGOTIATIONS PROCEDURE

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

Reduction and Termination of Pay

The Board agrees to reduce 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 8 above and prospectively will transmit the amount so deducted to the Association.

The Board agrees to deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each 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.

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 prospectively forward same to the Association. The employer shall give thirty (30) days written notice to both the Board and Association.

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.

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

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.

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 thirty (30) 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.

GRIEVANCE PROCEDURE
DEFINITIONS

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.

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

The term "representative" shall include any organization, agency, or person authorized or designated by any employee, or any group of employees, or by a public employees association or by the Board to act on its or their behalf and to represent it or them.

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

The term "party" means an aggrieved employee, his immediate superior, the school principal, or any staff member below the Superintendent in connection with the procedure herein established.

The term "day" shall mean a calendar day.

PROCEDURE

1. An aggrieved employee shall institute action under the provisions hereof within fourteen (14) days of the occurrence complained of, or within fourteen (14) days after he/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. 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 American Arbitration Association shall apply with regard to the selection of an arbitrator and the conduct of the arbitration proceeding.

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

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

The arbitrator shall not make any decision or award which would be contrary to law or which limits or interferes with the powers, duties and responsibilities of the Board of Education under applicable laws or rules and regulations having the effect of law, unless such powers, duties and responsibilities are limited under this Agreement.

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

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

15. In the event a grievance shall be filed by an employee who is not subject to the jurisdiction of any principal or who may be answerable to more than one principal, he/she shall discuss his/her grievance initially with the Superintendent and if dissatisfied, with the determination, may appeal to the Board in accordance with the provisions herein set forth.
16. In any case, where a grievance is based upon the direct order, ruling or determination of the Superintendent, the aggrieved employee may appeal directly to the Board within ten (10) days of the issuance of said order, ruling or directive, or within ten (10) days of the time when same have been brought to the employee's attention by filing with the Secretary of the Board, a writing setting forth,
 - (a) The order, ruling or determination complained of;
 - (b) The basis of the complaint;
 - (c) A request for a hearing if a hearing is desired.

A copy of the writings set forth above shall be served upon the Superintendent who shall have the right to reply in writing thereto. A copy of such reply shall be served upon the aggrieved employee.

17. Upon receipt of a grievance filed under the provisions of Paragraph 16, the procedure shall be as set forth in Paragraphs 12 and 13.
18. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association.
19. 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.
20. All employees shall be entitled to resort to the full procedure hereinabove set forth.
21. Whenever any teaching staff member is required to appear before the Board of Education or any committee or member thereof concerning any matter which could adversely affect the continuation of that teaching staff member in his/her office, position or employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of his/her own choosing present to advise and represent him/her during such meeting or interview.
(Chapter 451, Laws of 1968)

YEAR END GRIEVANCE

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

Teacher Assignment

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

Teacher-Administration Liaison

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

Teacher Evaluation

- A. 1. All monitoring or observation of the work performance of a teacher shall be conducted openly, 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) days before any conference to discuss it. No such report shall be submitted to the central office, placed in the teacher's file, or otherwise acted upon, without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.
- B. 1. 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.

Teacher Evaluation: (continued)

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.

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.

Whenever the withholding of an increment is proposed by the Board, the individual concerned shall be given a written statement of reasons setting forth the particulars constituting the basis of said withholding. No such recommendation which is based on classroom performance shall be made by the Superintendent that is based on observation not conducted openly and with full knowledge of the teacher; neither shall any such recommendation, whether related to classroom performance or for other just cause, be made without notification to the teacher that a deficiency exists which may call for a recommendation for the withholding of an increment unless said deficiency is corrected forthwith.

Whenever the withholding of an increment is proposed, the individual involved shall have the right to appeal to the Board of Education and, upon filing in writing of a Notice of Appeal, setting forth the reasons why it is alleged that such action should not be taken, a hearing will be afforded by the Board to the aggrieved individual.

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

From any adverse determination of the Board, the aggrieved shall have the right to appeal to the Commissioner of Education. The aggrieved party shall not have the right to request arbitration from any adverse determination of an evaluation indicating unsatisfactory performance or effectiveness or from any adverse determination of this Board to the Commissioner of Education.

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.

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

3. Any evaluation made of a non-tenure teacher shall not be subject to the Grievance Procedure and the willingness of the Board to permit discussion with reference to any such evaluation procedure shall not be deemed to constitute a waiver of the Board of its prerogatives relative to the employment and/or continued employment of such personnel.
4. Such supervisory reports are to be provided for non-tenure teacher at least four times each year.
5. Tenure teachers are to be evaluated with the adopted tenure teacher evaluation 6:3-1.21.

Promotions

A. Promotional positions are defined as follows:

- a. Positions paying a salary differential and/or positions on the administrator-supervisory levels of responsibility.
- b. All vacancies, including promotional positions, shall be adequately publicized by the Superintendent in accordance with the following procedure:

1. When school is in session, a notice shall be posted in each school as far in advance as practicable. A copy of 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.
2. Teachers who desire to apply for a promotional position which may be filled during the summer period when school is not regularly in session shall submit their names to the Superintendent, together with the position(s) for which they desire to apply, and an address where they can be reached during the summer. The Superintendent shall notify such teachers of any vacancy in a position for which they desire to apply. Such notice shall be sent as far in advance as practicable, in addition, the Superintendent shall post a list of promotional positions to be filled during the summer in each school, and a copy of said notice shall be given to the Association.

- B. In both situations set forth in Section A above, the qualifications for the position, its duties, and the rate of compensation, shall be clearly set forth.
- C. A list of appointments shall be given to the Association indicating which positions have been filled and by whom.
- D. In no event shall anyone seeking consideration to fill a promotional vacancy be considered if the vacancy in question requires a specific certificate and the applicant does not possess such a certificate.

- E. The Board is willing to consider applications from the staff for any vacancies in promotional positions, the willingness of the Board to consider applications by the staff shall not be deemed to limit the absolute right of the Board to make the final determination as to who shall be promoted and, if in the sole and unlimited discretion of the Board the position in question can best be filled by an individual outside of the system, the Board shall have the right to fill such position with such individual and the action of the Board in such a determination shall not be subject to review under Grievance Procedure.

Involuntary Transfers and Reassignments

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

Voluntary Transfers and Reassignments

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

Specialists

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

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

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).

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.

School Calendar

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

The Board agrees to grant half-day sessions on the days before Thanksgiving and Christmas. However, should Christmas fall on a Monday, the Friday preceding would be a full day.

Extended Sick Leave

In the event an employee has used up his/her sick leave and has been out ill for more than five (5) days, the Superintendent of Schools shall bring such cases to the Board of Education for a decision on whether the Board shall grant extended sick leave. Each case shall be based on the past record of the individual and each case shall be reviewed on its own merits.

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

PERSONAL DAYS

All categories of full time personnel: teachers, non-degree nurse, secretaries, custodial/matron, maintenance, messenger, shall be eligible under the condition listed in the policy manual for 3 personal days per year. Personal days are not cumulative.

SABBATICAL LEAVE

Section I

General

Sabbatical leave is not a reward for past accomplishments, it is a privilege granted to teachers for their professional advancement.

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

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

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

- a. The grievance 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 1993-94 school year.

Section II

Eligibility

1. Any teacher who has completed eight (8) or more years of continuous satisfactory service in the Rutherford Public Schools may 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.

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

Section III

Number of Leaves Authorized

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

Section IV

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

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

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

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

Activities For Which Sabbaticals May Be Awarded

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

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

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

Forfeiture of Sabbatical Leave

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

Salary

1. The salary paid to a teacher on sabbatical leave shall be one-half of the annual contractual salary to which he/she would have been entitled had the teacher not been on leave, less the regular deductions, or full salary for a sabbatical leave of one-half of a school year, less the regular deductions.
2. Salary checks shall be issued to a person on sabbatical leave as per the salary payment policy for all professional personnel in the Rutherford Public School System.

Physical Examination

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

Subsequent Service

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

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

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

Status of Tenure and Pension

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

Illness or Accident

In the event that the program of study or travel being pursued by a teacher on sabbatical leave shall be interrupted by serious accident or to illness to the teacher during such leave, as shown by satisfactory evidence submitted to the Superintendent, such an interruption shall not constitute a breach of the conditions of such leave, nor prejudice the teacher from receiving all rights and privileges provided for under the terms of this sabbatical leave policy, provided that the Superintendent was notified of such accident or illness within ten (10) days of its occurrence.

Reinstatement

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

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.

Association Rights and Privileges:

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

TEACHING HOURS AND TEACHING LOAD

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

1. a. The total in-school hours per day for secondary school teachers will be 7 hours, 12 minutes, inclusive of lunch.

b. The total in-school hours per day for teachers of grades 7 and 8 will be 7 hours, 12 minutes, inclusive of lunch.

c. The total in-school hours per day for elementary teachers will be 7 hours, 12 minutes, inclusive of lunch.

2. All teachers shall have a 60 minute duty-free lunch period.

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

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

4. Whenever an emergency arises necessitating the coverage of classes, the principal may ask for this coverage among the faculty.

5. 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.

6. a. 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.

b. 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.

c. Teachers may leave at student dismissal on Fridays.

7. 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.

8. 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.

WORKING CONDITIONSCustodians, Maintenance Personnel

Qualifications shall be the primary prerequisite for all job openings. Notification of openings shall be forwarded to the President of the REA.

- A. Notice of an involuntary transfer or reassignment shall be given to staff as soon as practicable.
- B. An involuntary transfer or reassignment shall be made only after a meeting between the staff person involved and the immediate superior, at which time the staff person shall be notified of the reason therefor. In the event that a staff person objects to the transfer or reassignment at this meeting, upon the request of the staff person, the Superintendent shall meet with him/her. The staff person may, at his/her option, have an Association representative at such meeting.
- C. Regardless of any meeting which may occur relative to an involuntary transfer or reassignment, the decision of the Board acting through the Superintendent shall in all cases be final and binding as long as the transfer or reassignment is to be a position which the staff person in question is qualified.
- D. Custodians and maintenance personnel will be supplied with four uniforms per year. The employee will be responsible for the laundering of the uniforms. Safety shoes will be provided for all custodial and maintenance personnel. Safety shoes must be worn during working hours. The Board will not assume any responsibility for injury unless he/she is wearing his/her safety shoes. All full time maintenance and/or custodial personnel will be provided a jacket after 6 months employment. This provision is only for the duration of the present contract. Anyone leaving our employment must return said jacket.
- E. The Board will pay for the boiler licenses of custodians and maintenance personnel.
- F. 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 three hours at time and one-half, except when an employee is recalled in on Saturday or Sunday, he/she shall be compensated for a minimum of three hours at double time.
- G. The regular work week will be 40 hours per week.
- H. The regular work day shall be from 8:00 a.m. - 5:00 p.m. (1 hour for lunch).
- I. The work week shall begin at 12:01 a.m. Monday, and shall end on the next succeeding Sunday at Midnight.

J. 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). This is the first shift.
 2. Second shift shall be from 10:00 a.m. to 7:00 p.m. (1 hour for lunch) - 8% differential.
 3. Third shift shall be from 3:00 p.m. to 11:00 p.m. (1 hour for lunch) - 10% differential.
 4. The shift differential shall be paid only for hours worked on that shift.
- K. 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.

CUSTODIAN - MAINTENANCE 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.

GUIDANCE

Two (2) weeks summer work to be paid at 5% of base salary.

Only high school guidance to work additional time in the summer. Summer work is at the discretion of the Superintendent of Schools.

HEALTH BENEFITS PROGRAM

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

Current and new staff who are entitled to any coverage other than single coverage shall have the option of choosing single coverage from the Board. The employee shall receive 50% of the difference between the single coverage cost and the cost of the coverage of which they are entitled. 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.

Example: If single coverage is \$2,000 and family coverage is \$5,000, then:

\$5,000 - \$2,000 = \$3,000	50% of this figure
Person receives	\$1,500

Individuals who elect this option will have the right to re-enroll for another coverage, should their family circumstances change. Re-enrollment is subject to the carrier's requirements. The effective date of coverage is subject to the carrier's requirements.

DENTAL PLAN - The Board will pay the following amount

\$30.00 per month for the duration of the contract

It is hereby understood that if the cost of the individual plan is less than the above amounts, the individual does not receive the difference.

The Board will pay three (3) additional month's premiums on dental and health plans for each retiree, with the medical plan exception of those TPAF employees who have 25 years or more of service.

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.

UNUSED SICK DAYS

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.

LONGEVITY

Longevity will be paid to the following: All categories of full time personnel: teachers, non-degree nurse, secretaries, custodial/matron, maintenance, messenger (for the duration of the contract).

Service in
Rutherford:

After 20 years	-	\$ 900 per year
After 25 years	-	\$1,100 per year
After 30 years	-	\$1,300 per year

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

TUITION REIMBURSEMENT

The Board will pay a maximum of \$500.00 per person per school year for tuition of graduate courses approved by the Superintendent. 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 "C" average.

RUTHERFORD PUBLIC SCHOOLS
TEACHERS SALARY GUIDE
1991-92

Step	Level 1 BA	Level 2 BA+15	Level 3 MA	Level 4 MA+15	Level 5 MA+30	Level 6 EDD/PHD
1	27,490	27,880	28,525	30,035	30,575	32,000
2	27,900	28,210	28,900	30,800	31,740	33,450
3	28,215	28,585	29,770	31,625	33,005	34,970
4	28,780	29,975	30,945	33,000	34,275	36,555
5	29,470	30,870	32,325	34,295	35,640	38,215
6	30,200	31,795	33,635	35,605	36,975	39,950
7	31,250	32,935	34,915	36,910	38,400	41,765
8	32,575	34,260	36,355	38,220	39,950	43,660
9	33,900	35,670	37,770	39,650	41,495	45,640
10	35,200	37,055	39,280	41,440	43,070	47,710
11	36,650	38,500	40,720	42,985	44,645	49,875
12	38,115	40,025	42,300	44,850	46,465	52,140
13	41,565	43,230	45,145	47,700	49,710	54,505
14	45,000	47,455	47,995	50,545	53,165	56,980
15			52,290	54,675	57,980	59,565

After September 1, 1975, no faculty can move beyond the BA+15 level without a Masters 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
1992-93

Step	Level 1 BA	Level 2 BA+15	Level 3 MA	Level 4 MA+15	Level 5 MA+30	Level 6 EDD/PHD
1	28,700	29,135	29,810	31,385	31,950	33,500
2	29,100	29,590	30,295	31,770	33,270	35,065
3	29,600	29,980	31,210	33,150	34,590	36,700
4	30,200	31,425	32,440	34,580	35,915	38,410
5	30,900	32,150	33,880	35,940	37,345	40,205
6	31,670	33,170	35,250	37,305	38,740	42,080
7	32,755	34,515	36,585	38,670	40,230	44,045
8	34,090	35,175	38,040	40,000	41,800	46,100
9	35,470	37,325	39,520	41,485	43,410	48,250
10	36,845	38,770	41,100	43,355	45,060	50,500
11	38,365	40,295	42,600	44,970	46,705	52,855
12	39,880	41,875	44,255	46,920	48,605	55,325
13	43,485	45,225	47,225	49,895	52,000	57,905
14	47,475	50,075	50,205	52,870	55,605	60,605
15			55,675	58,220	61,745	63,435

After September 1, 1975, no faculty can move beyond the BA+15 level without a Masters 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
1993-94

Step	Level 1 BA	Level 2 BA+15	Level 3 MA	Level 4 MA+15	Level 5 MA+30	Level 6 EDD/PHD
1	29,600	30,065	30,765	32,390	32,970	34,500
2	30,050	30,535	31,265	32,800	34,335	36,195
3	30,530	30,930	32,210	34,200	35,695	37,975
4	31,150	32,430	33,480	35,675	37,075	39,845
5	31,900	33,180	34,965	37,090	38,540	41,805
6	32,685	34,230	36,380	38,500	40,000	43,860
7	33,805	35,620	37,755	39,900	41,515	46,015
8	35,180	36,400	39,255	41,270	43,150	48,280
9	36,605	38,520	40,785	42,815	44,800	50,650
10	38,025	40,000	42,415	44,740	46,500	53,140
11	39,600	41,585	43,965	46,410	48,200	55,755
12	41,155	43,215	45,670	48,420	50,150	58,495
13	44,875	46,670	48,735	51,500	53,650	61,375
14	49,850	52,580	52,950	54,560	57,385	64,390
15			59,300	62,000	65,755	67,560

After September 1, 1975, no faculty can move beyond the BA+15 level without a Masters 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
SECRETARIAL SALARY GUIDE
1991-92

Step	10 Month	11 Month	Admin.	Asst. Supt.	Supt.
1	15,125	16,260	21,270	22,415	23,560
2	15,915	16,855	22,250	23,430	24,555
3	16,700	17,525	23,145	24,490	25,590
4	17,500	18,200	24,100	25,600	26,665
5	18,275	18,965	24,935	26,760	27,790
6	19,060	19,700	25,830	27,975	28,965
7	19,850	20,480	26,725	29,240	30,185
8	20,650	21,240	28,400	30,565	31,455
9	21,425	22,030	31,120	31,945	32,785
10	22,210	23,400			
11	23,460	25,780			

Secretaries who achieve the Professional Development Program Certificate will receive:

- 1st Certificate - Stipend of \$300
- 2nd Certificate - Stipend of \$400
- 3rd Certificate - Stipend of \$500

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 - \$200
- Level II - \$400

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.

Vacations are governed by Board Policy No. 4433.

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

RUTHERFORD PUBLIC SCHOOLS
SECRETARIAL SALARY GUIDE
1992-93

Step	10 Month	11 Month	Admin.	Asst. Supt.	Supt.
1	15,805	16,990	22,225	23,425	24,620
2	16,630	17,615	23,250	24,530	25,705
3	17,450	18,350	24,185	25,685	26,835
4	18,255	19,050	25,105	26,895	28,015
5	19,125	19,820	26,070	28,165	29,250
6	19,920	20,595	26,990	29,490	30,535
7	20,745	21,400	27,930	30,880	31,880
8	21,545	22,200	29,680	32,335	33,285
9	22,400	23,020	32,970	33,860	34,750
10	23,210	24,605			
11	24,860	27,320			

Secretaries who achieve the Professional Development Program Certificate will receive:

- 1st Certificate - Stipend of \$300
- 2nd Certificate - Stipend of \$400
- 3rd Certificate - Stipend of \$500

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:

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Vacations are governed by Board Policy No. 4433.

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

RUTHERFORD PUBLIC SCHOOLS
SECRETARIAL SALARY GUIDE
1993-94

Step	10 Month	11 Month	Admin.	Asst. Supt.	Supt.
1	16,215	17,430	22,805	24,035	25,260
2	16,995	18,075	23,855	25,260	26,470
3	17,810	18,800	24,815	26,555	27,740
4	18,665	19,545	25,760	27,910	29,075
5	19,560	20,335	26,730	29,335	30,470
6	20,500	21,130	27,700	30,835	31,930
7	21,285	21,955	28,655	32,410	33,460
8	22,105	22,775	30,450	34,065	35,065
9	22,970	23,620	34,860	35,805	36,750
10	23,875	25,245			
11	26,280	28,880			

Secretaries who achieve the Professional Development Program Certificate will receive:

- 1st Certificate - Stipend of \$300
- 2nd Certificate - Stipend of \$400
- 3rd Certificate - Stipend of \$500

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 - \$200
- Level II - \$400

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.

Vacations are governed by Board Policy No. 4433.

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

RUTHERFORD PUBLIC SCHOOLS
CUSTODIAL/MAINTENANCE SALARY GUIDE
1991-92

Step	Messenger	Matron/ Custodian	Maint. Class B	Maint. Class A
1	16,385	20,440	23,285	25,130
2	17,090	21,305	24,325	26,305
3	17,775	22,255	25,365	27,485
4	18,590	23,205	26,405	28,665
5	19,390	23,950	27,445	29,840
6	20,225	24,675	28,475	31,000
7	21,095	25,505	29,595	32,175
8	21,800	26,650	30,710	33,355
9		28,905	32,820	35,900

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.

Employees working the second or third shift shall be paid the 8% and 10% differential, respectively, when working these shifts.

Stipends will be paid as follows for the duration of the contract:

Head Custodian - High School	\$3,500
Head Custodian - Union School	\$2,200
Head Custodian - Pierrepont School	\$2,200

Vacations are governed by Board Policy No. 4433.

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

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

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.

RUTHERFORD PUBLIC SCHOOLS
CUSTODIAL/MAINTENANCE SALARY GUIDE
1992-93

Step	Messenger	Matron/ Custodian	Maint. Class B	Maint. Class A
1	17,120	21,360	24,335	26,260
2	17,860	22,265	25,420	27,490
3	18,625	23,255	26,505	28,720
4	19,200	24,250	27,595	29,955
5	20,265	25,025	28,680	31,185
6	21,135	25,825	29,755	32,395
7	22,045	26,705	30,925	33,625
8	23,110	27,850	32,150	34,900
9		30,640	34,790	38,055

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.

Employees working the second or third shift shall be paid the 8% and 10% differential, respectively, when working these shifts.

Stipends will be paid as follows for the duration of the contract:

Head Custodian - High School	\$3,500
Head Custodian - Union School	\$2,200
Head Custodian - Pierrepont School	\$2,200

Vacations are governed by Board Policy No. 4433.

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

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

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.

RUTHERFORD PUBLIC SCHOOLS
CUSTODIAL/MAINTENANCE SALARY GUIDE
1993-94

Step	Messenger	Matron/ Custodian	Maint. Class B	Maint. Class A
1	17,565	21,915	24,970	26,945
2	18,325	22,800	26,210	28,330
3	19,110	23,720	27,510	29,785
4	19,930	24,680	28,875	31,320
5	20,750	25,675	30,310	32,930
6	21,685	26,485	31,810	34,625
7	22,620	27,385	33,390	36,405
8	24,440	28,580	35,050	38,275
9		32,400	36,790	40,245

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.

Employees working the second or third shift shall be paid the 8% and 10% differential, respectively, when working these shifts.

Stipends will be paid as follows for the duration of the contract:

Head Custodian - High School	\$3,500
Head Custodian - Union School	\$2,200
Head Custodian - Pierrepont School	\$2,200

Vacations are governed by Board Policy No. 4433.

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

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

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.

**RUTHERFORD PUBLIC SCHOOLS
NON-DEGREE GUIDE
1991-1994**

Step	1991-92	1992-93	1993-94
1	20,595	21,520	22,080
2	21,575	22,575	23,225
3	22,605	23,680	24,430
4	23,680	24,840	25,700
5	24,810	26,060	27,030
6	25,990	27,335	28,435
7	27,230	28,675	29,910
8	28,530	30,080	31,460
9	29,885	31,555	33,095
10	31,310	33,100	34,810
11	32,805	34,720	36,620
12	34,365	36,425	38,520

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

The Board shall compensate the nurses for summer work (i.e. physicals) at the rate of \$15.00 per hour for the duration of the contract.

RUTHERFORD PUBLIC SCHOOLS
CLERICAL ASSISTANTS GUIDE
1991-1994

Step	1991-92	1992-93	1993-94
1	\$7.25	\$7.75	\$8.25
2	7.50	8.00	8.50
3	8.00	8.50	9.00
4	8.50	9.00	9.50

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

One personal day shall be allowed per school year.

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/teacher aides stating the individuals step/level and salary for the coming year.

RUTHERFORD PUBLIC SCHOOLS
 BUS DRIVERS (Part Time)
 1991-1994

Step	1991-92	1992-93	1993-94
1	\$9.25	\$10.00	\$10.50
2	9.50	10.25	10.75
3	9.75	10.50	11.00

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

One personal day shall be allowed per school year.

Bus Drivers who are steadily employed will be granted one sick day per each month worked during any given school year. Said leave is pro-rated to actual hours worked per day and is accumulative.

Bus Drivers 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 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.

The Board shall pay bus drivers at time and a half for hours worked on Thanksgiving and Memorial Day.

The Board shall provide the bus drivers with new jackets every 4 years. The cap for the jacket shall be raised to \$60. Jackets shall be provided during the 1991-92 school year.

RUTHERFORD PUBLIC SCHOOLS
ATHLETICS SALARY GUIDE
1991-1994

Athletic Director	\$5486	\$5788	\$6077
Football Head	4332	4570	4799
Assistant	2571	2712	2848
Assistant	2571	2712	2848
Assistant	2571	2712	2848
Assistant	2571	2712	2848
Boys Basketball Head	3519	3713	3899
Assistant	2167	2286	2400
Assistant	2167	2286	2400
Girls Basketball Head	3519	3713	3899
Assistant	2167	2286	2400
Baseball Head	3114	3285	3449
Assistant	2167	2286	2400
Assistant	2167	2286	2400
Girls Softball Head	3114	3285	3449
Assistant	2167	2286	2400
Assistant	2167	2286	2400
Soccer Head	3114	3285	3449
Assistant	2167	2286	2400
Assistant	2167	2286	2400
Boys Indoor Track Head	3114	3285	3449
Assistant	2167	2286	2400
Girls Indoor Track Head	3114	3285	3449
Boys Spring Track Head	3114	3285	3449
Assistant	2167	2286	2400
Assistant	2167	2286	2400
Girls Spring Track Head	3114	3285	3449
Assistant	2167	2286	2400
Cross Country Boys	3114	3285	3449
Cross Country Girls	3114	3285	3449
Wrestling Head	3519	3713	3899
Assistant	2167	2286	2400
Assistant	2167	2286	2400

Volleyball Head	3114	3285	3449
Assistant	2167	2286	2400
Assistant	2167	2286	2400
Swimming Head	3049	3217	3378
Assistant	2102	2218	2329
Boys Tennis Head	3114	3285	3449
Assistant	2167	2286	2400
Girls Tennis Head	3114	3285	3449
Assistant	2167	2286	2400
Bowling	1513	1596	1676
Cheerleader Coaches (4):			
(1) Fall	1865	1968	2066
(1) Fall	1865	1968	2066
(1) Winter	1865	1968	2066
(1) Winter	1865	1968	2066

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 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.

The Athletic Director shall receive \$15.00 per hour for hours worked during the summer. The number of hours shall be 40.

RUTHERFORD PUBLIC SCHOOLS
HIGH SCHOOL STUDENT BODY ACTIVITIES
SALARY GUIDES 1991-1994

	<u>1991-92</u>	<u>1992-93</u>	<u>1993-94</u>
2 Class Sponsors-12th @ 827-882-935	1654	1764	1870
2 Class Sponsors-11th @ 687-732-776	1374	1464	1552
2 Class Sponsors-10th @ 552-589-625	1104	1178	1250
1 Class Sponsor-9th	416	444	471
6 Intramurals @ 1072-1144-1214	6432	6864	7284
Senior Play Director	1163	1240	1321
Senior Play Music Dir. (if musical)	950	1013	1075
Stage Crew Director	1517	1618	1716
Vocal Ensemble (Special Chorus)	482	513	545
Audio-Visual	2052	2187	2321
Yearbook - Art & Literary	2072	2209	2343
Yearbook - Business	1083	1155	1225
Newspaper	1073	1144	1213
All School Play Director	1163	1240	1321
Forensic	1105	1178	1250
G. O. Collector	1676	1786	1895
Student Council	1746	1861	1974
Band Director	2415	2574	2732
Band Front Director	766	816	866
Senior Play Choreographer	435	464	492
Math Team Advisor	539	574	609
National Honor Society	416	444	471
Decathlon	1746	1861	1974

RUTHERFORD PUBLIC SCHOOLS
ELEMENTARY STUDENT BODY ACTIVITIES
SALARY GUIDES 1991-1994

	<u>1991-92</u>	<u>1992-93</u>	<u>1993-94</u>
Elementary Band - Union	1094	1166	1237
Elementary Band - Pierrepoint	1094	1166	1237
Intramurals - Union	817	871	924
Intramurals - Pierrepoint	817	871	924
Safety Patrol Advisor - Union	327	349	376
Safety Patrol Advisor - Pierrepoint	327	349	376
Yearbook - Union	327	349	376
Yearbook - Pierrepoint	327	349	376
Student Council - Union	327	349	376
Student Council - Pierrepoint	327	349	376
Choral Director - Union	327	349	376
Choral Director - Pierrepoint	327	349	376
Class Advisor - 8th - Union	327	349	376
Class Advisor - 8th - Pierrepoint	327	349	376
Newspaper - Pierrepoint	257	274	290
Poetry Book - Union	201	214	227
School Store - Union	201	214	227
School Store - Pierrepoint	201	214	227
Computer Specialist - Union	1841	1962	2082
Computer Specialist - Pierrepoint	1841	1962	2082

RUTHERFORD PUBLIC SCHOOLS
HIGH SCHOOL CLUBS
SALARY GUIDES 1991-1994

	<u>1991-92</u>	<u>1992-93</u>	<u>1993-94</u>
Art Club	112	119	127
Biology Club	112	119	127
Chemistry Club	112	119	127
French Club	112	119	127
German Club	112	119	127
Home Economics Club	112	119	127
Spanish Club	112	119	127
Computer Club	168	179	190
Drama Club	168	179	190
Foreign Language Honor Society	168	179	190
Health Career Club	168	179	190
Korean-Asian Club	168	179	190
Photography Club	168	179	190
Physics/Astronomy Club	168	179	190
Psychology Club	168	179	190
Chess Club	224	239	253
FBLA Club	224	239	253
Interact Club	224	239	253
Key Club	224	239	253
Mock Trial	224	239	253
Pep Club	224	239	253
SCRIBE	224	239	253
Ski Club	224	239	253
Varsity Club	224	239	253

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, 1991 and shall continue in effect until June 30, 1994.

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.

