

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

July 1, 2024 - June 30, 2027

PREAMBLE

This Agreement entered into this 1st day of July, 2021 by and between the Board of Education of Rutherford, the Borough of Rutherford, New Jersey, hereinafter called the "Board," and the Rutherford Supervisors Association, hereinafter called the "Association."

Article I

RECOGNITION

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions for all the following:

12 Month Positions

- Director of Guidance
- Supervisor of Computer Technology and Business Education
- Supervisor of Interscholastic Athletics and Physical Education
- Supervisor of Planning, Research and Testing
- Supervisor of Student Services

10 Month Positions (with Summer Work as described in Article XIII)

- Supervisor of Elementary Education
- Supervisor of English and Arts
- Supervisor of Social Studies and World Language
- Supervisor of STEM

Article II

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 written requests for said use shall be approved by the Superintendent.

Article III

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, and as amended, in a good faith effort to reach agreement on all matters concerning the terms and conditions of all employees for whom the Rutherford Supervisors Association is authorized to negotiate. Such negotiations shall begin not later than the dates established by P.E.R.C. (Chapter 123, Public Laws of 1974).
2. Minutes of the negotiation sessions shall be approved by both the Association and the Board negotiating committees, and signed by the chairperson of each negotiating committee.

Article IV

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. Representative fee will be deducted prospectively beginning September 1.

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 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/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 upon 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 days written notice to both the Board and Association. Absent such timely notification, the Board will not be liable for the balance of the representation fee.

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 his 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.

H. Save Harmless

The Rutherford Supervisors Association agrees to save harmless the Board of Education in the event a supervisor leaves and sufficient representation fee has not been collected.

Article V

RESPONSIBILITY FOR CURRICULUM

Supervisors will have the responsibility for curriculum from Pre K-12 in conjunction/coordination with administrators/teachers. Supervisors will observe and evaluate teachers in grades Pre K-12 and other certificated and non-certificated staff as agreed upon with the Superintendent.

ARTICLE VI

RESPONSIBILITY IN THE EVENT OF TEACHERS' STRIKE

The Rutherford Supervisors Association agrees and abides by the principle that the Association and the Board of Education need to work in a cooperative spirit in all emergency crises.

In the event of a teacher strike, the Rutherford Supervisors Association will continue to work in conjunction with the Board and fulfill all necessary emergency procedures the Board may choose to implement excepting those practices which fall within the realm and jurisdiction of a law enforcement agency, e.g.: The Serving of Summonses.

ARTICLE VII

GRIEVANCE PROCEDURE

A. 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' terms and conditions of employment or by the Rutherford Supervisors Association on their behalf.

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

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

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

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

The term "party" means an aggrieved employee, 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.

B. PROCEDURE

1. An aggrieved employee shall institute action under the provisions hereof within fourteen (14) days of the occurrence complained of, or within fourteen (14) days after he/she would reasonably be expected to know of its occurrence. Failure to act within said fourteen (14) day period, shall be deemed to constitute an abandonment of the grievance.
2. An employee processing a grievance, shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal.
3. In the presentation of a grievance, the employee shall have the right to present his/her own appeal or to designate a representative to appear with him/her at any step in his/her appeal.

4. Whenever the employee appears with a representative, the Board shall have the right to designate a representative to participate at any stage of the grievance procedure.
5. To initiate the grievance procedure, an employee shall file a request to discuss his/her grievance with his/her immediate supervisor within the time period set forth in section 1. Where the immediate superior is below the rank of principal, the principal shall be notified and shall have the right to be present at and to participate in said hearing. The hearing shall be conducted within fourteen (14) days of the filing of the request. A written decision shall be rendered within five (5) days of said hearing.
6. If the grievance is not resolved to the employee's satisfaction, within five (5) days from the determination referred to in Paragraph 5 above, the employee shall submit his/her grievance to the Superintendent of Schools in writing, specifying:
 - (a) The nature of the grievance;
 - (b) The results of the previous discussion;
 - (c) The basis of his/her dissatisfaction with the determination;
 - (d) The remedy being sought must be stated.
7. A copy of the writing called for in Paragraph 6 above, shall be furnished to the school principal and to the immediate superior of the aggrieved employee.
8. Within ten (10) days from the receipt of the written grievance (unless a different period is mutually agreed upon), the Superintendent shall hold a hearing at which all parties in interest shall have the right to be heard.
9. Within ten (10) days of said hearing (unless a different period is mutually agreed upon), the Superintendent shall, in writing, advise the employee and his/her representative, if there be one, of his/her determination and shall forward a copy of said determination to the school principal and to the immediate superior of the aggrieved employee.
10. In the event of the failure of the Superintendent to act in accordance with the provisions of Paragraphs 8 and 9, or, in the event a determination by him/her in accordance with the provisions thereof, is deemed unsatisfactory by either party - the dissatisfied party, within ten (10) days of the failure of the Superintendent to act or within ten (10) days of the determination by him/her, may appeal to the Board of Education.

11. Where an appeal is taken to the Board, there shall be submitted by the appellant:
 - (a) The writing set forth in Paragraphs 6 and 9, and a further statement in writing setting forth the appellant's dissatisfaction with the Superintendent's action. A copy of said statement shall be furnished to the Superintendent and to the aggrieved party.
12. The appellant in his/her appeal to the Board shall have the right to appear unless he/she notifies the Board within seven (7) days that he/she does not so desire, in which event the Board may consider the appeal on the written record submitted to it, or the Board may on its own conduct a hearing; or it may request the submission of additional written material. Where additional written materials are requested by the Board, copies thereof, shall be served upon the aggrieved parties who shall have the right to reply thereto. Where the appellant requests in writing a hearing before the Board, a hearing shall be held.
13. The Board shall make a determination within thirty (30) days from the receipt of the grievance and shall in writing notify the employee, his/her representative if there be one, the principal, and the Superintendent of its determination. This time period may be extended by mutual agreement of the parties.
14. If not settled at the Board stage, the grievance may, within fifteen (15) days thereafter be submitted by the Rutherford Supervisors 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 a 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 this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this ARTICLE.
20. All employees shall be entitled to resort to the full procedure hereinabove set forth.
21. Whenever any teaching staff member is required to appear before the Board of Education or any committee or member thereof concerning any matter which could adversely affect the continuation of that teaching staff member in his/her office, position or employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or

interview and shall be entitled to have a person of his/her own choosing present to advise and represent him/her during such meeting or interview. (Chapter 451, Laws of 1968)

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 VIII

PROMOTIONS

- A. Promotional positions are defined as follows:
1. Positions paying a salary differential and/or positions on the administrator-supervisory level 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 the high school as far in advance as practicable. A copy of the said notice shall be given to the Association at the time of posting. Supervisors 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. Supervisors 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 Association for any vacancies in promotional positions, the willingness of the Board to consider applications by the Association 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 IX

SUPERVISOR ASSIGNMENT

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

Article X

TRANSFERS AND REASSIGNMENTS

A. Involuntary

1. Notice of an involuntary transfer or reassignment shall be given to Supervisors as soon as practicable.
2. An involuntary transfer or reassignment shall be made only after a meeting between the Supervisor involved and the immediate superior, at which time the Supervisor shall be notified of the reason therefore. In the event that a Supervisor objects to the transfer or reassignment at this meeting, upon the request of the Supervisor, the Superintendent shall meet with him/her. The Supervisor may, at his/her option, have an Association representative at such a 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.

B. Voluntary

1. The Association shall formally submit to the Superintendent by the end of December a list of Supervisors 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 Supervisor shall be considered.

Article XI

SUPERVISOR EVALUATION

- A. 1. All monitoring or observation of the work performance of a Supervisor shall be conducted openly, with full knowledge of the Supervisor, by a duly certificated person.
- 2. A Supervisor 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 Supervisor's file or otherwise acted upon without prior conference with the Supervisor. No Supervisor shall be required to sign a blank or incomplete evaluation form.
- B. A Supervisor shall have the right upon request to review the contents of any evaluation. A Supervisor shall be entitled to have a representative accompany him/her during such review.
- C. When acting in the role of teachers, Supervisors can be evaluated as defined in the R.E.A. Contract.

The Superintendent shall have the power to recommend to the Board of Education the withholding of any salary increase 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 Supervisor. Said successive evaluations must be at least six weeks apart so that an individual has an opportunity for correction.

Whenever the withholding of an increase 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 shall be made by the Superintendent that is based on observation not conducted openly and with full knowledge of the Supervisor; neither shall any such recommendation, for other just cause, be made without notification to the Supervisor that a deficiency exists which may call for a recommendation for the withholding of an increase unless said deficiency is corrected forthwith. Whenever the withholding of an increase 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 or of the Commissioner of Education.

The term "increase" is intended to mean the salary increase that a supervisor is scheduled to receive based upon the terms of this contract. Where an increase is withheld, the individual shall remain at the same salary as the previous year.

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

1. Any evaluation made of a non-tenured Supervisor 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.
2. Such supervisory reports are to be provided for non-tenured Supervisor at least two times each year or as required by law.
3. Supervisors are to be evaluated with the district approved evaluation form. The Association shall be consulted prior to any changes of the district approved form.

Article XII

BENEFITS

A. Sick Leave

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 months worked.

B. Personal Leave Bank/Bereavement

1. Personal Days

All employees shall be eligible for four (4) personal days per year without loss of pay.

Circumstances which may be approved are listed on the application for a personal day and include:

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

The application for personal days shall be submitted in advance to the Superintendent for approval. If, due to an emergency, advance notice is not possible, the application shall be filed as promptly as possible.

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

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

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

2. Personal Leave Bank

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

- a. Up to 10 personal days from prior years may be accrued in this bank.
- b. Banked days may be used only for: attending to the health/medical needs of immediate family that cannot be taken care of outside of regular work hours.
- c. 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 website.
- d. Application for use of banked days follows the same procedures as those prescribed for annual personal days. The superintendent reserves the right to verify reasons offered for banked day requests.

Personal Leave Bank days are not eligible for payment at retirement.

3. Bereavement

Up to four (4) days for death in the immediate family ("immediate family" is defined as 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.) A fifth (5th) 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. Mileage

The maximum rate allowed by the State of New Jersey for mileage reimbursement for employees of state and local governmental agencies shall be paid to any Supervisor required to travel between schools in his/her charge. At the end each academic year, a sheet shall be submitted listing dates and distances travelled.

D. Unused Sick Days

1. 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:	\$55.00
101-200 at the per diem rate of:	\$60.00
201 - succeeding days	\$65.00
maximum limit per individual:	\$15,500.00

For employees who began service with the district on or after May 21, 2010, payment for unused sick days is limited to \$15,000, in accordance with N.J.S.A. 18A:30-6.

2. A sick leave trade in of days may be utilized by individual Supervisors for the purchase of an annuity prior to retirement as per the following schedule:

After twenty (20) years of service as a Supervisor in Rutherford, the Supervisor may elect to have his/her accumulated sick days reduced by one hundred (100) days and receive \$6,000 which shall, after the applicable taxes are deducted therefrom, be used by the Board to purchase an annuity on behalf of the Supervisor. Said annuity will be purchased from one of the companies currently approved by the Board of Education.

This annuity will be considered part of the payout for sick days and the total payout for unused sick days shall not exceed the \$15,500 maximum.

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.

E. Health Benefits Program

1. Medical Insurance

- A. All personnel shall be entitled to full coverage under the NJSEHBP - Direct 10 program with the Board assuming the cost. In addition, the Board shall pay the cost of the family plan if the individual so elects.
- B. Except to the extent that any member of the unit waives health care benefits, each member shall contribute 28% of the premium cost. All contributions shall be deducted from the member's salary and paid, in equal installments, in accordance with the payroll schedule for other certificated staff.

- C. Current and new staff shall have the option of declining coverage from the Board.

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

F. Dental Plan

1. The Board will provide the Supervisors with the option of taking either the regular dental coverage or the "Premier 0002" dental plan. The Board will pay the full premium for one-party coverage for employees who opt for the regular dental coverage. The Board shall pay the cost up to \$60.00 per month per employee for one-party coverage of the "Premier 0002" plan. Should the single coverage be less than the amount specified above, the individual employee does not receive the difference in cost. For those Supervisors who opt for dependent coverage (two-party, family, etc.) the Board shall pay up to the dollar value of the single premium with the employee paying the difference.
2. 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.
3. For retiring employees wishing to continue applicable benefits, the Board of Education shall provide those benefits by complying with the current provisions of COBRA.

G. Longevity

Longevity will be paid to all Supervisors based upon their total years of service as a certificated employee in Rutherford follows:

After 18 years	\$2,554 per year
After 20 years	\$2,838 per year
After 25 years	\$3,405 per year
After 30 years	\$3,973 per year

Longevity is not cumulative and shall be prorated to the

individual's anniversary date.

Upon completion of eight (8) years of service in the Rutherford Supervisors Association, the RSA member shall receive an additional \$2000 for supervisory longevity, which will be pensionable. The years toward supervisory longevity do not have to be consecutive.

District longevity is not necessary in order to receive supervisory longevity**y**.

H. Payroll and Retirement Plans

1. Section 125 Plan

The board will provide a 125 Plan for all unit members at no cost to the employee.

2. Voluntary Investment Plans

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

- a. Roth 403b
- b. TSA

Article XIII

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 work year for the 10-month Supervisors will include a minimum of 6 work days during the summer recess with the exception of the Supervisor of Elementary Education who will work a minimum of 10 days during the summer recess. Additional days above the required 6 or 10 may be worked if asked for by the superintendent.

All dates, including those above and beyond the 6 day or 10 day requirement, must be mutually agreed upon by the Supervisor and the Superintendent.

Each Supervisor will be compensated per diem (1/200th per day of his/her total salary) for each summer work day.

The remainder of the work year for 10 Month Supervisors shall be the same as the work year in the BOE-approved school calendar.

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.

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 XIV

JURY DUTY

In case of required jury duty an employee shall be allowed time off for jury service. He/she shall be paid the difference between his/her regular pay and jury pay.

Article XV

WORK WEEK/ YEAR

A. General

Some members of the Association perform a dual capacity as teachers and supervisors.

10 Month members of the Association (with the exception of the Supervisor of Elementary Education) perform a dual capacity as teachers and Supervisors. They will teach no more than one (1) period per day and provide tutorial help to students as needed.

12 Month members of the Association and the Supervisor of Elementary Education will have no teaching periods assigned.

Members are expected to perform as professionals and therefore do not follow the teacher work day. Accordingly, the rest of the time other than teaching periods will be spent in supervisory duties.

Supervisors may leave the building by notifying the office during their scheduled duty-free lunch and department periods for school related business.

B. Twelve-Month Positions

The following positions will be designated as 12-month positions: Director of Guidance, Supervisor of Interscholastic Athletics and Physical Education, Supervisor of Computer Technology and Business Education, Supervisor of Student Services, and Supervisor of Planning, Research, and Testing.

Each 12-month Supervisor will be given 25 vacation days that begin in the first year of employment. Vacation days will be taken at the discretion of the Superintendent. Up to five (5) unused vacation days may be carried over to the next school year not to exceed 30 vacation days. In addition, "in-lieu of" days/holidays, sick days, and personal days will be granted as outlined in policy and in this contract.

- After 15 years as a 12-month employee 1 additional vacation day will be granted.
- After 20 years as a 12-month employee 2 additional vacation days will be granted.
- After 25 years as a 12-month employee 3 additional vacation days will be granted.

These additional days are not cumulative.

Article XVI

DUES

The Rutherford Board of Education will pay dues for a Supervisor to belong to one (1) national or one (1) state professional association including the NJPSA if the Supervisor so chooses. Other professional association dues will be paid with the approval of the Superintendent.

ARTICLE XVII

SALARY SCHEDULE - 12 Month Supervisors

All salaries listed below are specific to the named personnel listed below.

All increases are an equal percentage for all members of the bargaining unit.

Jacqueline Gagliardo, Director of Guidance

	2024-2025	2025-2026	2026-2027
	142,000	146,544	151,233
Longevity	--	--	--
Sup. Long.	--	--	--

Barbara O'Donnell, Supervisor of Computer Technology and Business Education

	2024-2025	2025-2026	2026-2027
	181,848	187,667	193,672
Longevity	3,973	3,973	3,973
Sup. Long.	2,000	2,000	2,000

David Frazier, Supervisor of Interscholastic Athletics and Physical Education

	2024-2025	2025-2026	2026-2027
	181,848	187,667	193,672
Longevity	3,405	3,405	3,405
Sup. Long.	2,000	2,000	2,000

Charles Ryan, Supervisor of Planning, Research and Testing

	2024-2025	2025-2026	2026-2027
	172,860	178,392	184,100
Longevity	2,838	2,838	2,838
Sup. Long.	2,000	2,000	2,000

Michelle Perez Hoen, Supervisor of Student Services

	2024-2025	2025-2026	2026-2027
	148,756	153,516	158,428
Longevity	2,554	to 2,838 eff 1/2/26	2,838
Sup. Long.	2,000	2,000	2,000

Any Supervisor who earns his/her first doctoral degree during the life of this contract shall receive an additional \$4,000 that shall be considered part of the base salary in subsequent years and shall be pensionable.

Any Supervisor who earns her/his first 30 credits on top of her/his master's degree during the life of this contract shall receive an additional \$4,000 that shall then be considered part of the base salary in subsequent years and shall be pensionable.

ARTICLE XVII

SALARY SCHEDULE - 10 Month Supervisors

All salaries listed below are specific to the named personnel who are listed below.

All increases are an equal percentage for all members of the bargaining unit.

Megan Caughey, Supervisor of Elementary Education

	2024-2025	2025-2026	2026-2027
	124,889	128,885	133,009
Summer 10D	6,244	6,444	6,650
Longevity	2,554 to 2,838 eff 3/22/25	2,838	2,838
Sup. Long.	2,000	2,000	2,000

Brian Ersalesi, Supervisor of English and Arts

	2024-2025	2025-2026	2026-2027
	133,815	138,097	142,517
Summer 6D	4,014	4,143	4,276
Longevity	--	--	--
Sup. Long.	2,000	2,000	2,000

Marisa Yoda, Supervisor of Social Studies and World Language

	2024-2025	2025-2026	2026-2027
	129,038	133,167	137,429
Summer 6D	3,871	3,995	4,123
Longevity	2,838	2,838	to 3,405 eff 11/1/26
Sup. Long.	2,000	2,000	2,000

Danica Schmeding, Supervisor of STEM

	2024-2025	2025-2026	2026-2027
	129,038	133,167	137,429
Summer 6D	3,871	3,995	4,123
Longevity	2,554	2,554	2,838
Sup. Long.	2,000	2,000	2,000

The salaries listed for the 10-month positions are not inclusive of any summer work required or otherwise. Summer work is payable as per Article XIII.

Any Supervisor who earns his/her first doctoral degree during the life of this contract shall receive an additional \$4,000 that shall be considered part of the base salary in subsequent years and shall be pensionable.

Any Supervisor who earns her/his first 30 credits on top of her/his master's degree during the life of this contract shall receive an additional \$4,000 that shall then be considered part of the base salary in subsequent years and shall be pensionable.

ARTICLE XVIII

CONSOLIDATION OF POSITIONS

In the event that the Board of Education decides to further consolidate departments, negotiations will be held with the impacted member and/or the RSA.

ARTICLE XIX

DURATION OF AGREEMENT

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 the 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, 2024 and shall continue in effect until June 30, 2027.

APPROVED:

Barbara O'Donnell

Barbara O'Donnell
President, Rutherford
Supervisors Assoc.

Brian Ersalesi

Brian Ersalesi
Secretary, Rutherford
Supervisors Assoc.

4/8/24

Date of Approval

APPROVED:

Sergio Alati

Sergio Alati
President, Rutherford
Board of Education

Joseph Kelly

Joseph Kelly
Secretary, Rutherford
Board of Education

4/8/24

Date of Approval