

4-1184

#509

02-56



AGREEMENT

between the

RUTHERFORD BOARD OF EDUCATION

and the

RUTHERFORD SUPERVISORS ASSOCIATION

X July 1, 1988 - June 30, 1991

RUTHERFORD BOARD OF EDUCATION  
1988-1989 Members

Mr. Alan Note	President
Mr. Thomas Clare, Jr.	Vice-President
Mr. Bruce C. Bartlett	
Mr. Theodore Brunson	
Mr. William D. Galloway, Jr.	
Mrs. Diane M. Jones	
Mrs. Phyllis S. Klein	
Mr. G. R. Knight	
Mrs. Dolores Corte Lomega	
Dr. Luke A. Sarsfield	Superintendent of Schools
Mr. Leon B. Auger	Board Secretary/Assistant Superintendent for Business

RUTHERFORD SUPERVISORS ASSOCIATION  
1988-1989 Officers

Mr. George Magdich	President
Miss Deborah Werner	Vice-President
Mrs. Barbara L. Jones	Secretary
Mr. Dominick Annunziata	Treasurer

TABLE OF CONTENTS

Preamble	1
Recognition	2
Negotiation Procedure	3
Representation Fee	4
Official Titles	5
Responsibility for Curriculum	5
Responsibility In The Event of Teachers' Strike	5
Grievance Procedure	6
Promotion	11
Sabbatical Leave	12
Association Rights and Privileges	15
Supervisor Assignment	16
Supervisor Evaluation	16
Personal Days	17
Mileage	17
School Calendar	18
Involuntary Transfers and Reassignment	18
Voluntary Transfers and Reassignment	18
Jury Duty	18
Work Week	19
Unused Sick Days	19
Salary	20
Longevity	20
Tuition Reimbursement	20
Health Benefits	21
Agreement Signatures	22

GRACY THO  
10/20/10

4/10/10

PREAMBLE

1.

This Agreement entered into this 1st day of July, 1988 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."

RECOGNITION

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

1. Department Supervisors, Special Services Coordinator, and Director of Guidance.

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.

REPRESENTATION FEEA. 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 incidently 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.

OFFICIAL TITLES

The title of Supervisor will be used for all department chairpeople in the future.

RESPONSIBILITY FOR CURRICULUM

Supervisors will have responsibility for curriculum only in grades 7 - 12. Evaluation of teaches will be limited to grades 9 - 12. The responsibility of supervisors is further defined in the official job description of said position(s).

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.



GRIEVANCE PROCEDUREDEFINITIONS

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

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

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

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

The term "party" means an aggrieved employee, 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 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 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)

#### 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.

Promotions

- A. Promotional positions are defined as follows:
- a. Positions paying a salary differential and/or positions on the administrator-supervisory level 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 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.
    2. 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.

## SABBATICAL LEAVE

### Section I

#### General

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

The granting of a sabbatical leave to any member of the Association 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 "supervisor" shall be considered as including all professional staff members as negotiated by the Rutherford Supervisors 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 1990-91 school year.

### Section II

#### Eligibility

1. Any teacher/supervisor 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 one sabbatical leave during any given school year.

### Section IV

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.

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 Supervisors Association who shall also have an opportunity to be heard.

#### Salary

1. The salary paid to a supervisor 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 supervisor 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 supervisor 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 supervisor is incapacitated, has been discharged, or has been released from this obligation for good and sufficient reasons by the Board of Education.

A supervisor 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 supervisor does not wish to continue in the employ of the Board of Education of Rutherford. Failure to notify the Superintendent shall terminate all salary and benefit payments.

### 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 supervisor 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 supervisor 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 supervisor 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 supervisor 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 supervisor within 2 months after resuming teaching duties following the leave. The report shall include all pertinent activities participated in, a detailed list of subjects pursued, an estimate of the value to the District, and a determination of how and when these values may be put into use within the district. 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 written requests for said use shall be approved by the Superintendent.

Supervisor Assignment

1. 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.
2. The Superintendent shall assign all newly-appointed personnel to their specific positions within their subject area for which the Board has appointed the Supervisor.
3. The final authority to determine assignments is the Board of Education acting through the Superintendent.

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.
  1. 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 will 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 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 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 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 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 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 or of the Commissioner of Education.

The term "increment" is intended to mean the next step on the teacher's 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.

1. Any evaluation made of a non-tenure 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-tenure supervisor at least two times each year.
3. Supervisors are to be evaluated with the evaluation form to be designed. The Association shall be consulted prior to the adoption of said form.

#### PERSONAL DAYS

All supervisors shall be eligible under the condition listed in the policy manual for 4 personal days per year if employed as of October 15, 1985. Anyone employed in the above categories on or after October 16, 1985 shall be entitled to 3 personal days under the condition listed in the policy manual. Personal Days are not cumulative.

#### MILEAGE

A mileage rate of \$.20 per mile shall be paid to any supervisor required to travel between schools in his/her charge. A monthly sheet shall be submitted listing dates and distances travelled.

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.

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

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 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.

VOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. 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.
- B. in the determination of request for voluntary reassignment and/or transfer, the wishes of the individual supervisor shall be considered.

JURY DUTY

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

WORK WEEK

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

Association members will teach three (3) periods per day. They will also provide tutorial help to students as needed.

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.

DIRECTOR OF GUIDANCE

The Director of Guidance shall be designated Guidance Supervisor Chairperson. He/she shall receive the same stipend as all other department chairpersons. Since the time is more loosely structured, no periods will be given for departmental duties.

The Guidance Chairperson shall receive .07% of his/her base salary for fifteen days (15) summer work.

COORDINATOR OF SPECIAL SERVICES

The Coordinator of Special Services shall be designated Chairperson of the Child Study Team. He/she shall receive the same stipend as all other department chairpersons. Since the time is more loosely structured, no periods will be given for departmental duties.

The Coordinator of Special Services shall receive .07% of his/her base salary for fifteen (15) summer work.

UNUSED SICK DAYS

Only upon retirement, payment for unused sick days shall be paid according to the following schedule:

	<u>1988-89</u>	<u>1989-90</u>	<u>1990-91</u>
1 - 100 days at the per diem rate of:	\$20.00	\$20.00	\$30.00
101 - 200 days at the per diem rate of:	25.00	25.00	35.00
201 - 300 days at the per diem rate of:	30.00	30.00	40.00
maximum limit:	\$7,500.00	\$7,500.00	\$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.

SALARY

The supervisors' salaries will be indexed at .07 of their step on the teachers' salary guide. If a supervisor has the responsibility for more than one department, his/her additional departments will be indexed at .03 of his/her step on the teacher's salary guide. In the event R.E.A. members were to receive no raise in a given school year, the R.S.A. would likewise receive no increase in salary.

If the Guidance Supervisor is recommended for fifteen days (15) summer work by the Superintendent, he/she will receive a stipend of .07. Said stipend will be indexed off of his/her step on the teacher's salary guide.

If the Supervisor of Special Services is recommended for fifteen days (15) summer work by the Superintendent, he/she will receive a stipend of .07. Said stipend will be indexed off of his/her step on the teacher/s salary guide.

All salaries and/or stipends will be off the Association members individual salary guide. Each salary and/or stipend will be indexed individually. They are not to be considered cumulative.

LONGEVITY

Longevity will be paid to all supervisors.

Service in Rutherford:	<u>1988-89</u>	<u>1989-90</u>	<u>1990-91</u>
After 20 years -	\$ 600 per year	\$ 700 per year	\$ 900 per year
After 25 years -	\$ 800 per year	\$ 900 per year	\$1,100 per year
After 30 years -	\$1,100 per year	\$1,100 per year	\$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 for courses approved by the superintendent. Tuition will not include cost of books, meals, etc. This applies to tenured people only and will begin in year 2 of the contract. 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.

Board Right - Restructuring

The Board of Education will be undertaking an evaluation of the various disciplines during the life of the current contract with the Rutherford Supervisors Association. As a part of this study, the R.S.A. will be solicited for its thoughts, ideas, opinions, etc.

It is conceivable that some disciplines (departments) will be consolidated under one supervisor and/or eliminated. With this thought in mind, the Board of Education reserves the right to effectuate changes during the life of this current contract.

However, the Board realizes that any changes and/or new positions that are made during the life of the contract require the reopening of negotiations for the purpose of determining salaries for these positions.

HEALTH BENEFITS PROGRAM

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

DENTAL PLAN - The Board will pay the following amount.

1988-89	-	\$22.00 per month
1989-90	-	26.00 per month
1990-91	-	30.00 per month

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 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.



This Agreement shall become effective as of July 1, 1988 and shall continue in effect until June 30, 1991.

APPROVED:

*Greg M. ...*  
\_\_\_\_\_  
President, Rutherford Supervisors Association

APPROVED:

*Alan ...*  
\_\_\_\_\_  
President, Rutherford Board of Education

*Barbara ...*  
\_\_\_\_\_  
Secretary, Rutherford Supervisors Association

*L. B. ...*  
\_\_\_\_\_  
Secretary, Rutherford Board of Education

*9/27/88*

\_\_\_\_\_  
Date of Approval

*9/30/88*

\_\_\_\_\_  
Date of Approval

SUPERVISORS SALARY GUIDE  
1988 - 1989

<u>Step</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Level 4</u>	<u>Level 5</u>	<u>Level 6</u>
1	24,781	25,124	25,466	25,787	26,145	27,750
2	25,209	25,680	25,787	26,145	26,482	28,088
3	25,653	26,001	26,108	26,482	27,478	29,083
4	26,001	26,322	26,461	27,445	28,526	30,131
5	26,643	26,964	27,579	28,580	29,660	31,265
6	27,178	27,713	28,660	29,714	30,800	32,405
7	27,820	28,676	29,596	30,907	32,030	33,635
8	28,516	29,853	31,014	32,121	33,229	34,834
9	29,168	30,736	31,966	33,352	34,507	36,112
10	30,388	31,966	33,288	34,705	35,904	37,509
11	31,629	33,288	34,582	36,070	37,289	38,894
12	32,849	34,582	35,968	37,503	38,707	40,312
13	34,213	35,936	37,289	38,873	40,125	41,730
14	35,567	37,348	38,734	40,307	41,569	43,174
15	38,788	40,981	41,553	42,864	44,672	46,277
16	40,815	43,046	44,298	45,742	47,775	49,380
17			46,545	47,989	50,900	52,505

Computer Coordinator Stipend - \$2,597.00

The current Computer Coordinator will be included in this contract. In the event the Computer Coordinator currently employed leaves the district, said position will no longer be part of the RSA Contract.

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  
SUPERVISORS SALARY GUIDE  
 1989 - 1990

<u>Step</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Level 4</u>	<u>Level 5</u>	<u>Level 6</u>
1	26,022	26,381	26,991	27,611	27,975	29,580
2	26,472	26,959	27,328	27,975	28,339	29,944
3	26,937	27,317	27,686	28,521	29,398	31,003
4	27,296	27,654	28,050	29,141	30,522	32,127
5	27,643	28,007	28,895	30,409	31,736	33,341
6	28,200	28,858	30,040	31,725	32,956	34,561
7	28,874	29,757	31,372	32,972	34,272	35,877
8	29,607	31,009	32,646	34,235	35,551	37,156
9	30,623	32,271	33,887	35,492	36,926	38,531
10	31,918	33,566	35,288	36,754	38,418	40,023
11	33,207	34,951	36,658	38,124	39,895	41,500
12	34,502	36,310	38,124	39,841	41,414	43,019
13	35,925	37,733	39,526	41,329	42,934	44,539
14	37,343	39,215	41,056	43,126	44,480	46,085
15	40,724	42,356	43,822	45,865	47,797	48,332
16	43,265	45,630	46,582	48,599	51,119	52,724
17			49,803	51,590	54,720	56,325

Computer Coordinator Stipend - \$2,792.00

The current Computer Coordinator will be included in this contract. In the event the Computer Coordinator currently employed leaves the district, said position will no longer be part of the RSA Contract.

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  
SUPERVISORS SALARY GUIDE  
 1990 - 1991

<u>Step</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Level 4</u>	<u>Level 5</u>	<u>Level 6</u>
1	28,285	28,687	29,350	30,901	31,458	33,063
2	28,659	29,034	29,730	31,180	32,656	34,261
3	29,029	29,409	30,629	32,539	33,956	35,561
4	29,612	30,837	31,838	33,946	35,262	36,867
5	30,318	31,244	33,255	35,283	36,669	38,274
6	31,083	32,560	34,604	36,631	38,044	39,649
7	32,153	33,887	35,920	37,974	39,510	41,115
8	33,512	35,246	37,402	39,322	41,104	42,709
9	34,871	36,701	38,857	40,794	42,693	44,298
10	36,225	38,124	40,414	42,634	44,314	45,919
11	37,723	39,622	41,896	44,223	45,935	47,540
12	39,215	41,179	43,522	46,144	47,808	49,412
13	42,762	44,474	46,449	49,075	51,146	52,751
14	45,860	48,369	49,380	52,002	54,698	56,303
15			53,286	55,715	59,096	60,701

Computer Coordinator Stipend - \$3,015.00

The current Computer Coordinator will be included in this contract. In the event the Computer Coordinator currently employed leaves the district, said position will no longer be part of the RSA Contract.

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.