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AGREEMENT

BETWEEN

**RUMSON-FAIR HAVEN REGIONAL
BOARD OF EDUCATION**

AND

**RUMSON-FAIR HAVEN REGIONAL
SCHOOL EMPLOYEES ASSOCIATION**

EFFECTIVE DATE: JULY 1, 1994

TERMINATION DATE: JUNE 30, 1997

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PREAMBLE

This Agreement entered into the first day of July 1994 by and between the Rumson-Fair Haven Regional Board of Education (hereinafter the "Board") and the Rumson-Fair Haven Regional School Employees Association (hereinafter the "Association");

WHEREAS, the Board has an obligation, pursuant to Chapter 123, Public Law 1974 to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached a complete understanding which they desire to confirm in this Agreement, be it

RESOLVED, in consideration of the following mutual covenants, it is hereby agreed as follows:

Article 1. Recognition

1:1 Pursuant to Chapter 123, Laws of 1974, State of New Jersey, known as "New Jersey Employer-Employee Relations Act," The Rumson-Fair Haven Regional Board of Education recognizes the Rumson-Fair Haven Regional School Employees' Association (hereinafter called the Association) as the exclusive representative for the purpose of collective negotiations concerning the terms and conditions of employment of those employees in the unit composed solely of the following classifications:

- (a) **Certificated Classroom Teachers: Full-time and part-time
Guidance Counselors, Librarian, School Nurse, Psychologist, Learning
Disabilities Specialist, Social Worker**

The above will be referenced as "teachers" throughout the contract, where applicable.

- (b) **Secretaries (except the administrative assistant to the Chief School
Administrator and administrative assistant to the School Business
Administrator/Board Secretary.**
- (c) **Cafeteria workers and custodial workers.**

The above will be referenced as "custodial and cafeteria personnel" and "secretaries" throughout the contract, where applicable, but excluding the following from (a), (b), and (c) hereinabove:

Chief School Administrator, Principal, Vice Principal, Director of Instruction and Curriculum, Board Secretary/School Business Administrator, Supervisor, Athletic Director/Trainer, Supervisor of Building and Grounds, Cafeteria Manager, Teacher Aides, Substitute Teachers (Temporary) and Data Processing Coordinator and all other employees of the Rumson-Fair Haven Regional Public Schools not enumerated in the unit described in the inclusion set forth above.

1:2 The term "employee" when used shall apply to all employees identified in (a), (b), (c) of Article 1:1, unless such term is used in an Article applying to just one of the above three categories. Reference to employees shall be deemed to include both the male and female, except when the context clearly limits the intent to one sex, and words used in the singular shall include words in the plural as the text so requires.

Article 2. Successor Agreement; Interpretation of Within Agreement

2:1 The within Agreement shall terminate on June 30, 1997. The parties agree to enter into collective negotiations with respect to a successor Agreement in accordance with Chapter 123 Public Law 1974 in a good-faith effort to reach agreement on matters concerning the terms and conditions of employment of those in the bargaining unit. Such negotiations shall begin no later than December 15, 1996 for a successor Agreement. The Association and the Board shall furnish to each other at the first meeting all of their proposals in written form, subject to such changes in the law as shall occur during negotiations.

2:2 Any agreement so negotiated shall be submitted for ratification by the Association and approval by the Board. If ratified and approved, it shall be signed by the parties.

2:3 The Board agrees that representatives designated or selected by public employees for the purpose of collective negotiation by the majority of the employees in a unit appropriate for such purposes, or by the majority of the employees voting in an election conducted by the Commission as authorized by Chapter 123, shall be the exclusive representatives for collective negotiation concerning the terms and conditions of employment of the employees in such unit. Nothing herein shall be construed to prevent any official from meeting with an employee organization for the purpose of hearing views and requests of its members so long as (a) the majority representative is informed of the meeting; (b) any changes covered by the agreement or modification in terms and conditions of employment are made only through negotiations with the majority representative and (c) a minority organization shall not present or process grievances.

2:4 This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

Article 3. Grievance and Arbitration Procedure.

3:1 A "grievance" shall mean a complaint by a member or a group of members of the Association having the same grievance that there has been a personal loss, or injury because of a violation, misinterpretation or inequitable application of Board policy, this agreement or an administrative decision affecting the members of the Association, that there has been a loss or injury sustained by the Association or an individual therein because of a violation, misinterpretation, breach or inequitable application of any right specifically granted to the Association under the terms and provisions of the Agreement. A grievance to be considered under this procedure must be initiated by a member, group of members or the Association (hereinafter "grievant") within twenty (20) school days from the time when such grievant knew or should have known its occurrence.

3:2 The Association has the right to process grievances on behalf of individual members and to attend hearings. In addition, grievants have the right to be represented by anyone of their own choosing in all steps of the grievance procedure. There shall be, however, only one spokesperson for the grievants at any stage. All parties concerned shall have copies of formal grievances which are filed.

3:3 The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievances. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

3:4 Responsibilities During Grievance Procedure

3:4.1 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. 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 acceptance of the decision rendered at that step.

3:4.2 It is understood that all members of the Association shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

3:4.3 Where evidence of hardship would result from compliance with the time regulations set forth in the above levels, a written request for an extension of time at any one of the levels in this Grievance Procedure shall be recognized. The period of extension of time shall be limited to a reasonable length of time mutually agreed upon.

3:5 Grievance Procedure

3:5.1 LEVEL ONE: Any grievant who has a grievance shall discuss it first with his immediate superior in an attempt to resolve the matter informally at that level. If, as the result of the discussion, the matter is not resolved to the satisfaction of the grievant within five (5) school days, grievant shall set forth the grievance in writing to his immediate superior or such person as shall be designated by the Chief School Administrator specifying the nature of the grievance and the resolution sought. A hearing is desirable and may be requested by either party. The immediate superior or such other person as shall be designated by the Chief School Administrator shall communicate his decision in writing to the grievant within five (5) school days of receipt of the written grievance.

3:5.2 LEVEL TWO: The grievant, no later than five (5) school days after receipt of the decision, may appeal the decision to the Chief School Administrator. The appeal to the Chief School Administrator must be made in writing, reciting the matter submitted to the grievant's immediate superior with the decision previously rendered. The Chief School Administrator shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days. A hearing is desirable and may be requested by either party. The Chief School Administrator shall communicate his decision in writing to the grievant and the immediate superior.

3:5.3 LEVEL THREE: If the grievance is not resolved to the grievant's satisfaction, the grievant, no later than five (5) school days after receipt of the Chief School Administrator's decision may request a review by the Board. The request shall be submitted in writing through the Chief School Administrator who shall attach all related papers and forward the request to the Board within five (5) school days after the receipt by the Chief School Administrator of such request. The Board, or a committee thereof, shall review the grievance and shall hold a hearing with the grievant at the request of either party. The Board shall render a decision in writing within thirty (30) calendar days of the receipt of the grievance.

3:6 LEVEL FOUR: Arbitration Procedure

3:6.1 A grievant's claim shall constitute a grievable matter and be the proper subject of arbitration beyond Level Three in accordance with the procedure hereinafter provided in 3:6.2, etc., provided, however, that no claim shall be arbitrable if it pertains to:

- (a) any matter which according to law is beyond the scope of Board authority;
- (b) any matter which according to law is limited to action of the Board alone;

- (c) any matter for which the sole method of review is prescribed by any rule or regulation of the State Commissioner of Education;
- (d) any matter for which the only method of review is one prescribed by law;
- (e) the dismissal or failure to renew the contract of a non-tenure teacher; and
- (f) a complaint by certificated personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in, any position for which the tenure is either not possible or not required.

3:6.2 If the grievant is dissatisfied with the decision of the Board and only if the grievance pertains to an alleged violation of this agreement between the Board and the Association, the grievant shall have the right to request the appointment of an arbitrator. Such request shall be made known to the Chief School Administrator by certified mail, receipt returnable, no later than fifteen (15) days after the decision, in writing, of the Board.

3:6.3 A grievant must have a request to process a grievance to binding arbitration accompanied by the written recommendation of the Association for such action. A grievant may be represented by either the Association or by legal counsel of his own choosing; however, there shall be only one spokesperson on the grievance.

A request for a grievance to proceed to binding arbitration shall also be accompanied by a written waiver by the grievant and by the Association of any and all rights to submit the dispute to any other administrative or judicial tribunal. Notwithstanding such written waiver, the grievant shall retain the right to seek judicial enforcement of any arbitrator's award.

3:6.4 Within ten (10) days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator. The following procedure will be used to secure the services of an arbitrator:

- (a) a joint request shall be made to the Public Employment Relations Commission, to submit a roster of persons qualified to function as arbitrator in the dispute in question.
- (b) if the parties are unable to agree upon a mutually satisfactory arbitrator from the list submitted, they will request the Public Employment Relations Commission to submit a second list.
- (c) if the parties are unable to agree within ten (10) school days of the initial request for arbitration upon a mutually satisfactory arbitrator from the second submitted list, the Public Employment Relations Commission may be requested by either party to designate an arbitrator. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from, the agreement between the parties or any policy of the Board. The decision of the arbitrator shall be final and binding upon the parties.

3:7 Cost of Arbitration

3:7.1 Each party shall bear all of his, her, or its expenses incurred in the course of any arbitration proceeding.

3:7.2 The fees and expenses of the arbitrator are the only costs which shall be shared by the two parties and such costs will be shared equally.

3:7.3 Where grievance proceedings are mutually scheduled by the parties during school time, persons proper to be present shall suffer no loss in pay.

3:8 Grievances shall be submitted on the form attached herewith and shall minimally state: name of grievant, date, time, and location of alleged grievance, nature of grievance and relief sought.

3:9 The Board recognizes that an aggrieved member of the Association has a right to file a grievance. The Board states that there shall be no act, conduct, or procedure undertaken by the Board or any member of the administration which shall be in the nature of a reprisal against any member of the bargaining unit who files a grievance, including but not by way of limitation, any assignment of additional duties, any adverse comment in the evaluation of the performance of the grievant or any other action which shall be taken solely as a means of a reprisal. The purpose of the within provision is to express Board policy that a member of the bargaining unit has a right to file a grievance and that no retaliatory action will be permitted against anyone filing a grievance simply because such grievant has exercised the right to grieve.

Article 4. No-Strikes Clause

4:1 Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year, and the avoidance of disputes which threaten to interfere with such operation. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees, during the period of this Agreement, that it will not, nor will any person acting on its behalf cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment) for any purpose whatsoever.

4:2 Further the Association may be held liable in damages for "wild cat" strikes, unless the Association in writing immediately disavows the strike and notifies the strikers to return to work. In addition, the Board retains all legal rights in remedying strike situation.

4:3 Any strike is a breach of contract and permits the Board to discipline employees taking part in that breach of contract.

Article 5. Retention of Board Rights -- "Management Rights"

5:1 The Board, on its own behalf and on behalf of the taxpayers of the district hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing, the right:

- (a) to exercise executive management and administration control of the school system and its properties and facilities, and the activities of its employees.
- (b) to hire all employees and subject to the provisions of the law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotions; and to promote, and transfer all such employees;
- (c) to establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.

- (d) to decide upon the organization of the instructional program, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature with consideration given to the recommendations of teacher.

5:2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of this Agreement and then only to the extent such specific and expressed terms hereof are in conformance with the Constitution and laws of the State of New Jersey, and the Constitution and laws of the United States.

5:3 Nothing contained herein shall be construed to deny or restrict the Board in the exercise of its rights, responsibilities, and authority under the New Jersey School Laws or any other national, state, county, district, or local laws or regulations.

5:4 If any provision of the Agreement or any application of this Agreement to any employee or groups of employees is held to be contrary to law, then such provisions 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.

5:5 Nothing in this Agreement which changes pre-existing Board policy, rules or regulations shall operate retroactively unless expressly so stated. The parties agree that members of the Association shall continue to serve under the direction of the Chief School Administrator and in accordance with Board and administrative policies, rules and regulations, provided that the provisions of this Agreement shall supersede and prevail over any conflicting provisions.

5:6 It is understood that, under the rulings of the courts of New Jersey and the State Commissioner of Education, the Board is forbidden to waive any rights or powers granted it by law. Anything to the contrary notwithstanding, nothing contained in any section, paragraph or subsection of this Agreement shall be interpreted in any manner or be so construed as to indicate that the Board has waived rights which are expressly required by the courts to be retained by the Board.

Article 6. Pledge of Non-Discrimination

6:1 The Board and the Association agree that there shall be no discrimination and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, handicap or marital status.

Article 7. ~~Employee Evaluation~~. Employee Rights

7:1 Among the purposes of teacher evaluation is to effect continual, professional growth. As in the past, all monitoring of the work performance of a teacher shall be conducted openly. Teaching staff members shall be evaluated only on the basis of total teaching performance by persons certified by the State Board of examiners to supervise instruction. There shall be annually up to four formal evaluations, two per semester, together with mandated pre-evaluation conferences (where the focus of the evaluation will be determined) and post-evaluation conferences, for non-tenured teaching staff members. There shall be annually up to three (3) formal evaluations, together with pre-evaluation conference (where the focus of the evaluation will be determined) and post-evaluation conferences, for tenured teaching staff members.

With respect to all other employees, performance evaluations will be recorded on forms prepared for such purposes, a copy of such evaluation will be filed in the personnel folder of each such employee. All monitoring of the work performance of such employees shall be conducted openly.

7:2 An employee shall be given a copy of any class-visit evaluation report prepared by an evaluator at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the employee's file or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.

7:3 Any complaint regarding an employee made to any member of the administration by any parent, student, or any other person of which notation is placed in the file shall be promptly called to the attention of the employee. The employee shall be given an opportunity to respond to and/or rebut such complaint and shall have the right to be represented by the Association at any other meetings or conferences regarding such complaint at which disciplinary action may be contemplated by the administration.

7:4 An employee shall have the right, upon reasonable request, to review the contents of his personnel file and to receive copies therein except for items deemed confidential by the Chief School Administrator.

No material derogatory to an employee's conduct, service, character or personality shall be placed in his personnel file unless the employee has had an opportunity to review the material.

However, should an employee refuse to sign material referred to in this Article, the Chief School Administrator shall invite the President of the Association to witness the fact and the opportunity to affix his signature acknowledging that the opportunity was presented; and said President shall sign to indicate his/her knowledge of the circumstances.

7:5 The Board agrees that it will negotiate in good faith with the Association the evaluation procedure for tenured and non-tenured teachers which said evaluation procedure shall not be inconsistent with the rules and regulations of the State Board of Education.

Copies of the evaluation forms used to evaluate employee performance of all employees are attached to this Contract. Set forth in Appendix C hereto.

7:6 No employee shall be disciplined without just cause.

7:7 Employees shall be entitled to full rights of citizenship.

7:8 Upon submitting a request to and obtaining the prior consent of the School Business Administrator, the Association shall be accorded reasonable access to school facilities for meeting, and for use of typewriters, duplication equipment and calculators, subject to the right of the School Business Administrator to assess the Association for any expenses arising out of extraordinary use of such facilities and/or equipment. In addition, the Association shall be permitted to make use of the designated bulletin boards in the teacher's lunch room, faculty lounges and custodian/cafeteria workers' locker area for notices pertaining to business of the Association. The use of such facilities and bulletin boards shall be confined to the activities of the Association as they relate directly to the members of the Association.

Article 8. Sick Leave

8:1 Ten-month employees will be granted annual sick leave of ten (10) days; twelve-month employees will be granted annual sick leave of twelve (12) days. Unused sick leave will accumulate. New employees will be given credit during the first year of employment for a maximum of thirty (30) days of sick leave acquired in another school district in New Jersey. Teachers who transferred into the District prior to September 1, 1970 shall, upon written request to the Chief School Administrator have an opportunity to transfer such leave accumulated in other New Jersey school districts predating the transferability of such accumulated sick leave, pending certification of such accumulation from districts of former employment.

8:2 Employees may use annually up to five (5) days of accumulated sick leave should such be require by reason of family illness.

8:3 Upon retirement from professional service and after a minimum of fifteen (15) consecutive years of employment in the Rumson-Fair Haven Regional High School, teachers secretaries, custodians, and cafeteria workers shall be compensated, within the limitations set forth below, for accumulated, unused sick days. The purpose of such compensation shall be the recognition of regular attendance.

The following provisions shall be used by the Board to determine the amount of individual compensation.

- (a) For teachers:

1994-95	\$85 per day for a maximum of 200 days
1995-96	\$85 per day for a maximum of 200 days
1996-97	\$30 per day for a maximum of 250 days
- (b) Compensation for all accumulated sick leave days upon retirement shall be \$15 per day for custodians, cafeteria workers and secretaries.
- (c) Approved compensation shall be subject to prevailing withholding and social security taxes.

8:3.1 Association members planning retirement who qualify for compensation for unused sick leave accumulation shall notify the Chief School Administrator in writing not later than one hundred-eighty (180) calendar days preceding the effective date of retirement, except that the minimum notice may be waived at the discretion of the Board. Compensation shall be paid no later than forty-five (45) calendar days following the effective date of retirement.

8:3.2 Provided that such procedure is not in violation of any federal or state law or regulation and does not impose any greater liability on the District, members may elect not to receive such compensation in one lump payment, but rather may authorize the District to retain such amount in such account as the District deems appropriate; from such account, the District shall be authorized to make payments on behalf of the retired members for the maintenance of the benefits provided for under Article 14.2 and 14.3. In no event shall the District be obligated to make such payments in a total amount greater than the lump payment at the time of retirement. The notice of election hereunder shall be given to the School Business Administrator not less than sixty (60) days prior to the anticipated date of retirement. The amount of the lump sum payment less any payments for benefits hereunder may be received by the members during retirement upon written notice of the teacher to the School Business Administrator; the District shall make payment to the member of the unpaid balance within forty-five (45) days after receipt of such notice.

Article 9. Personal Leave

9:1 Employees will be granted three (3) personal days without explanation during each school year. One of the three days may not be taken on a sensitive day (those days which fall before or after a holiday or vacation). Requests for such leave must be made in writing at least one (1) week in advance of the intended day. Where possible, responses shall be provided within three (3) school days of the request. In case of emergency, an employee may use the employee used personal days without required notification. No more than (6) employees shall be on personal leave on a given day.

Unused personal days shall be credited to the employees accumulated sick leave.

Upon the exhaustion of contracted personal leave entitlement, additional time may be granted for good cause and at the discretion of the Chief School Administrator.

Personal leave days shall be granted on a first-come, first-served basis. Personal leave for bereavement will be granted at the discretion of the Chief School Administrator.

9:2 Other than for reasons of illness, maternity, child adoption, and child care as hereinafter provided in article 10 (Leaves of Absence), request for personal leave shall be submitted in writing to the Chief School Administrator who has the authority to permit such personal leave with full salary deduction with such employee bearing as well the cost of such medical, hospital and dental benefits as hereinafter provided.

9:3 Custodians shall be awarded one (1) day of leave on the days during which school is closed for the annual NJEA Convention. Leave on those days shall be limited to five (5) custodians per day with priority given on a seniority basis. Other leave may be restricted on these days in order to provide for adequate custodial services.

Article 10. Leaves of Absence.

10:1 Any member may petition the Board for an extended leave of absence if his accumulated sick leave has expired, but his illness continues. Each case will be considered and acted upon by the Board on the basis of the merits of each case. No decision by the Board to grant or deny such leave shall be deemed a precedent in the consideration of any subsequent petitions. The Board reserves the right to grant such petitions on such terms and conditions as it, in its sole discretion, shall deem appropriate.

10:2 Members who become pregnant may request a leave of absence without pay. The employee, with the advice of her treating physician, will determine the date on which the leave becomes effective. The maximum amount of time granted for maternity leave will be two (2) years. Such leave shall be granted with full salary deduction and with the employee bearing the full expense of the medical, hospital, prescription, and dental benefits hereinafter provided during such leave of absence. Accumulated, unused sick days may be used by an employee during a leave of absence by reason of pregnancy until such days have expired.

10:3 Upon request of a member, the Board may grant to such member a leave of absence for the purpose of child adoption. Such request for a leave of absence shall be submitted in writing as soon as possible but not less than ten (10) school days before the intended effective date for such leave. The maximum leave of absence shall be for the remainder of the school year in which the adoption occurs and for one (1) full school year thereafter. Such leave shall be granted with full salary deduction and with the member bearing the full expense of the medical, hospital, prescription, and dental benefits hereinafter provided during such leave of absence.

10:4 Any member may petition the Board for leave of absence for the purpose of caring for the employee's newly-born child or for the illness of a child which requires the presence of an adult. The leave of absence shall be granted for a maximum period of one (1) school year (ten months when school is in session) with full salary deduction and with the employee bearing the full expense of the medical, hospital, prescription, and dental benefits hereinafter provided.

Article 11. Professional Improvement

11:1 Any member may petition the Board for a leave of absence with or without pay, for a period of time not to exceed one (1) year for the purpose of educational improvement that would benefit the school. The Board shall have the absolute discretion to grant or deny such petition and shall be under no obligation to set forth any explanations or reasons for such granting or denial. The granting or denial of such petition as aforesaid shall not be subject to the grievance and/or arbitration provisions of this agreement.

11:2 The Board will provide tuition reimbursement for up to nine (9) credits in each of the contract years, (in 1994-95 at a maximum rate of \$300 per credit, in 1995-96 at a maximum rate of \$335 per credit, and in 1996-97 at a maximum rate of \$360 per credit) at an accredited college or university provided:

- (a) Courses must be those leading to a degree or certification in education, including guidance or administration, or in subject matter courses in the teacher's area of teaching or closely related to it, as determined from the course description.
- (b) Verification that these criteria have been met must be obtained from the Chief School Administrator or his/her designee prior to course registration.
- (c) Nine (9) credits may be taken at any time during the contract year.
- (d) There shall be a maximum Board budget of \$35,000 in each year of the contract. Applications will be considered on a first-come, first-served basis.
- (e) Transcripts must be submitted showing a grade of "C": or better as proof of course completion.

11:3 The Board, with the prior approval of the Chief School Administrator, shall reimburse members for the cost of registration and travel expense for attendance by employees at professional workshops and conventions. The Board with the prior approval of the Chief School Administrator may request employee attendance at such professional meetings as part of the employee's Professional Growth Plan. When attendance at professional meetings is requested by the Chief School Administrator on days other than school calendar days, the employee will be compensated for his time at a rate equal to the salary rate per diem for the current year.

11:4 Any member receiving a grant from the federal or state government, foundation, or university for summer study may be paid a stipend by the Board, which stipend, when combined with the grant, will provide compensation equal to the member's per diem salary for the next succeeding school year (based upon the number of days of contracted employment) plus reasonable living and travel expenses for every day of participation in the grant program.

11:5 The Board shall subscribe to professional journals requested by the Association at a cost not to exceed One Thousand Dollars (\$1,000 per year), which journals shall be maintained in a professional library provided by the Board.

11:6 The Board shall reimburse members in an amount not to exceed fifty percent (50%) of the cost of membership fees in professional education associations, except NEA, NJEA and their affiliates and unions, and limited to one membership per member. The total cost to the Board shall not exceed Three Thousand Dollars (\$3,000) per annum. Reimbursement shall be prorated among members at an equal percentage of reimbursement if the total reimbursement requested exceeds Three Thousand Dollars (\$3,000). All requests for such reimbursement must be submitted to the Board in writing by the Association not later than September 30 of each year.

11:7 The Board may approve up to two (2) summer educational grants for teachers. Requests must be submitted to the Chief School Administrator prior to April 30. A grant will not exceed Two Thousand One-Hundred Dollars (\$2,100). Summer educational grants funded but unused in one year may be granted in subsequent years. The primary criteria for grants will be that the course or courses of study are in keeping with district goals.

Article 12. Co-curricular Activities.

12:1 Co-curricular activities play a vital role in the education of students. It is important, that to the extent possible, members enjoy participating in the various programs. Therefore, the administration will consider the wishes of members when assigning advisors to co-curricular activities. Wherever possible, vacancies shall be filled by district staff members. Vacancies must be advertised to the entire staff in sufficient time to allow for applications to be submitted by interested members. If vacancies are not filled by members, the Board shall seek qualified applicants who are not employees of the district. The evaluation of the performance of any co-curricular advisor shall in no way affect the evaluation of that person as a teacher and placement of that person on the Teachers' Salary Guide.

12:2 The salary schedule for co-curricular activities is set forth on Appendix B hereto.

Article 13. Salary Schedule; Operation and Administration of the Salary Schedule.

13:1 Members shall be compensated in accordance with the salary schedule set forth in Appendix A hereto. Any and all salary guides in existence prior to the effective date of this Agreement are hereby repealed.

13:2 All increases on all guides will be based on meritorious service. Favorable reports by the Chief School Administrator and those charged with supervisory responsibility and approval by the Board are prerequisites to the granting of all increases in salary.

13:3 Four years of training shall be evidenced by a Bachelor's Degree. Five years of training shall be evidenced by a Master's Degree or 32 semester hours of approved graduate work beyond a Bachelor's Degree in an educational institution approved for the granting of advanced degrees. Six years of training shall be evidenced by 32 semester hours of approved graduate work beyond a Master's Degree or Fifth year level in an institution approved for the granting of advanced degrees.

13:4 If a tenured teacher is rated unsatisfactory through established evaluation procedures, the individual's Professional Growth Plan shall define specific activities for professional self-improvement. These activities may include utilization of any resource available within the district, including demonstration lessons by supervisors. The plan shall not include requirements inconsistent with the terms of this Agreement.

13:5 It shall be the responsibility of the teacher to inform the Chief School Administrator before November 1 regarding any change or contemplated change in training level for the following school year. Evidence of such change shall be submitted to the Chief School

Administrator no later than the opening day of school in the following September, and a new contract issued. If such evidence is not submitted at the prescribed time, no adjustment will be made for the year.

13:6 Members entering the District from another system shall receive a salary based upon degree level and years of teaching, military, and related experience as determined by the Chief School Administrator and approved by the Board. Such members will be adjusted to the guide in the manner prescribed for members in the system. Such placement shall be accomplished in a manner as to ensure no newly employed persons' salary shall be greater than the salary of existing personnel with equal experience.

13:7 In accordance with current practice, professional summer employment in which direct instructional services are provided will be reimbursed at the rate of Twenty Dollars (\$20.00) per hour. Professional summer employment involving the writing of curriculum (which includes examining textbooks and identifying instructional materials) shall be compensated at the rate of Twenty Dollars (\$20.00) per hour.

Curriculum written during the school year after the close of the school day shall be compensated at the rate of \$20.00 per hour.

13:8 Members employed for non-professional jobs shall be compensated at the rate of Nine Dollars (\$9.00) per hour except for the carpenter who will be paid at Twelve Dollars (\$12.00) per hour.

Article 14. Medical, Hospital, Vision and Dental Benefits.

14:1 As additional compensation to full-time employees of the bargaining unit, the Board shall bear the cost of the Delta Dental Program II (\$1500 maximum and orthodontic maximum of \$750), New Jersey State Health Benefit Program (or benefits comparable to the Delta Dental and New Jersey State Health Benefit Program) and a five-dollar non-generic and three-dollar generic co-pay prescription plan. For the prescription plan, the cap set in 1993-94 of \$1554 for single coverage and \$2072 for family coverage shall be adjusted in each year of the contract on July 1 by the average CPI (Consumer Price Index July 1 through June 30 of the preceding year). The Board agrees to provide an optical program at a cost not to exceed \$150.00 per year per family.

Employees working less than 20 hours per week are not eligible for benefits.

In order to be eligible for benefits, classroom teachers who are not full-time employees but teach a minimum of three periods per day will be assigned two duty periods/learning centers.

14:2 Members who plan retirement and who wish to maintain group membership for medical, hospital, prescription, and dental benefits must apply to the Business Administrator not less than sixty (60) days prior to the anticipated date of retirement.

14:3 Only retired members employed prior to June 30, 1984 shall be eligible to maintain medical, hospital, and dental benefits through the school district.

Article 15. Employee's Children Attendance at RFD

15:1 Children of staff who are not residents of Rumson or Fair Haven shall be able to attend the high school tuition free.

Article 16. Payroll Deductions

16:1 The Board agrees that it will undertake the necessary steps, upon receipt of written authorization from any member desiring such deductions, to deduct from such member's payroll the following: Uniserve dues, Washington National Life, Monoc Savings, United States Savings Bonds, and tax shelter annuities.

16:2 If an eligible employee does not become a member of the Association during any membership year 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. The representation fee will be equal to eighty-five (85%) percent of the amount paid by an Association member to the unified teaching professional organizations. The payroll deductions for such representation fees will be made in equal installments on the same basis as payroll deductions for members of the Association. The Association will provide the Board with a list of eligible non-members by October 1 of each school year.

The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article.

Article 17. Notification of Employment and Reduction in Force.

17:1 Each non-tenured teaching employee will be given annual notification of employment by April 30. Failure to give notification to the non-tenured teacher by that date shall constitute a notification of employment for the following year. The notification shall contain the salary, if known, to be paid and number of days notification required for termination by either party. Nothing in the notification shall in any way supersede or conflict with this collective agreement between the Board and the Association.

17:2 In case of reduction in force, the tenured employee to be laid off will receive sixty (60) days notice. All reduction in force or recall of force will be done on a seniority basis among those who have achieved tenure.

Notification of employment and salary status shall be given to all tenured bargaining unit members by May 31.

17:3 All noncertificated members of the bargaining unit shall be advised of their employment status no later than April 30.

Article 18. Tenure for Custodians

18:1 Pursuant to New Jersey Statutes, a custodian shall become tenured on the first day of the fourth year of continuous employment by the Board in the position of custodian.

Article 19. Custodian Vacation.

19:1 Custodian employees will be allocated paid vacation on the following basis:

- (a) vacation shall be earned during the first year of employment at the rate of 5/6 days per month. No vacation is to be taken during the first year of employment until July 1.
- (b) after one (1) year and through nine (9) years of employment, two (2) weeks of vacation.
- (c) after nine (9) years and through fourteen (14) years of employment, three (3) weeks of vacation.
- (d) after fourteen (14) years of employment, four (4) weeks of vacation.

Custodial members who have earned more than two (2) weeks of annual vacation will be required to take a minimum of two (2) weeks of vacation during the summer and the balance at other times when the school is not in session and at a time mutually acceptable to the employee and his immediate supervisor, unless an exception to this rule has been approved by the Business Administrator.

Article 20. Paid Holidays for Custodians.

20:1 Custodians shall be granted the following paid holidays: New Year's Day, Good Friday, Memorial Day, Fourth of July, Martin Luther King's Birthday, Labor Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

In addition, a custodian shall receive two additional paid holidays during the Christmas recess and shall also receive as additional paid holidays the Fridays of the winter and spring school recesses.

Article 21. Work Week/Work Day for Certificated Members.

21:1 The work week for all certificated members of the unit shall consist of five (5) work days per week Monday through Friday, seven (7) hours per day, and the following: faculty and departmental meetings, "back-to-school" night, and the graduation ceremony. Guidance counselors may be required to attend school at night for a maximum of six (6) sessions per year. Child Study Team members may be required to attend school at night for a maximum of three (3) sessions per year.

21:2 The school day for certificated staff shall be seven (7) hours, 7:40 a.m. - 2:40 p.m. except the Board may, with proper notice, begin the day 10 minutes earlier and/or finish the day 10 minutes later except these changes will be within the timetable of the agreed upon seven (7) hours. The student day and the work day for certificated members shall be seven (7) hours and shall be scheduled by the Board, at its discretion, including, but not limited to classroom teaching, non-teaching assignments, classroom preparation time, and lunch provided, however, that the teachers shall be allowed a minimum of forty (40) minutes for lunch and forty (40) minutes for class preparation per work day. No teacher shall be required to teach more than five (5) classes per day, except in the case of teachers conducting science laboratory classes. No teacher will be scheduled for a 6th teaching period unless both the Board of Education and the S.E.A. mutually consent by way of a signed sidebar agreement.

The Board and the Association agree that a nine-period day may be scheduled. However, a teacher's schedule shall be required to include no more than five teaching

assignments, a non-instructional supervisory assignment, and a learning center assignment or, absent one learning center assignment, a second non-instructional supervisory assignment.

Science teachers and non-academic teachers may be assigned to their individual lab/workshops in lieu of a designated learning center.

Teachers assigned to learning centers or labs/workshops are not undertaking additional instructional period. They will be available to consult with and to provide assistance to students who either voluntarily attend or who are assigned to these centers for periods of time.

The parties recognize that it is not in the best interest of the school for a teacher to have two identical non-instructional duty assignments. Every effort will be made to avoid this occurrence.

21:3 Teachers shall be permitted to leave the school during the scheduled lunch period, provided they sign the designated sign-out log in the main administrative office as to the period of time they will be away from school.

21:4 Teachers shall be required to sign in at the main administrative office before the start of the work day and shall commence teaching activities at the start of the work day.

21:5 Members shall be required to attend a maximum of twenty departmental/faculty meetings per year as designated by the Chief School Administrator. These meetings shall commence five (5) minutes after the end of the school day. Attendance at six (6) meetings shall be mandatory for not more than forty-five (45) minutes per meeting. One week advanced notice shall be given prior to meetings which will extend beyond thirty (30) minutes. Attendance at the other fourteen (14) meeting shall be mandatory for not more than thirty (30) minutes per meeting.

Article 22. Miscellaneous Working Conditions.

22:1 The normal work hours for custodian employees are seven (7) hours per day for a total of thirty-five (35) hours per week. The normal work hours for cafeteria employees shall range from two (2) to eight (8) hours per day depending upon the tasks assigned by the cafeteria manager. Custodian employees shall be employed for twelve (12) months annually; cafeteria employees for ten (10) months annually.

Custodian and cafeteria workers shall be paid over-time on half hours of time worked with payment of time and one-half after 40 hours of work per week.

22:2 Three work uniforms of good quality shall be provided to custodian and cafeteria employees, and the uniforms must be worn. At the employee's option, an allowance of \$45 annually will be provided to purchase these uniforms. It is not mandatory that cafeteria employees wear white shoes.

22:3 Cafeteria employees will be provided with clean, adequate, well-supplied restroom facilities for their exclusive use.

22:4 Cafeteria employees will be provided a twenty (20) minute break prior to the first student lunch period.

22:5 Cafeteria employees shall be paid at the rate of \$12 per hour for all banquet work. Assignments to this work shall be on a voluntary basis. However, in the event there are not sufficient number of volunteers, the Board shall have the right to assign employees to such duty on an inverse seniority basis.

The assistant cook/cafeteria worker substituting for the cafeteria manager during an after school banquet shall receive a stipend of \$25 per banquet.

22:6 The Board agrees to adopt and present to the Association a cafeteria calendar each spring projecting the number of days to be worked in the following year. The Board agrees to provide one week notice to cafeteria employees when the cafeteria calendar is changed except if schedule change is due to a job action.

22:7 New custodian employees shall be required to acquire a Black Seal License within one (1) year of employment. Two Hundred Seventy-Five Dollars (\$275) will be added to a custodian's annual salary when the license is obtained.

Article 23. Secretaries Working Conditions

23:1 Hours of work will be 8:00 a.m. to 4:00 p.m. with one hour for lunch. Variations to the hours may be authorized by the employee's immediate supervisor and/or the Chief School Administrator. For ten (10) month secretaries, the work year extends from September 1 to June 30. When summer hours go into effect, work hours will begin at 8:30 a.m. and end at 3:30 p.m. with one hour for lunch. Secretaries will be paid time-and-a-half for overtime beyond 35 hours per week during both the normal work year as well as during summer hours.

23:2 Secretaries shall not be unreasonably requested to work overtime. When summer hours are in effect, twelve month secretaries shall not be required to work beyond thirty (30) hours except in cases of emergencies.

23:3 Secretaries will be provided a twenty (20) minute break daily prior to the first student lunch period. Breaks may not be taken prior to 9:00 a.m. daily.

23:4 Secretaries will be granted the following paid holidays: New Year's Day, Good Friday, Memorial Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day. Twelve-month secretaries will be granted Independence Day in addition to those previously mentioned for ten-month secretaries.

Secretaries shall be entitled to attendance at the NJEA Convention without loss of compensation.

23:5 All other days not enumerated herein or not approved for vacation, personal, or professional leave, are work days.

23:6 When school is closed because of snow or other emergency conditions, the hours of work for secretaries shall be 9:00 a.m. to 4:00 p.m. unless changed by the Chief School Administrator. When a secretary believes that snow or other emergency conditions prevent reporting to work, the employee will notify the Chief School Administrator or his designee and will request approval not to report for duty without loss of pay or benefits. Reasonable judgment shall be exercised in considering the request.

23:7 The Christmas recess declared by the Board as part of the annual calendar will be non-work days for all secretaries. Five additional days may be taken between the first day of classes in September and graduation day provided that 1) school is not in session for students and 2) prior approval by the secretaries' immediate supervisor is obtained.

23:8 Vacation schedule for twelve-month secretaries is as follows:

1-10 years of employment	2 weeks	15-up years of employment	4 weeks
11-14 years of employment	3 weeks		

Vacation shall be earned during the first year of employment at the rate of 5/6 days per month. No vacation is to be taken during the first year of employment until July 1.

Approval of vacation or any other leave (except sick leave) must be obtained from the Chief School Administrator or his designee. Twelve-month secretaries are urged to request all or part of earned vacation during the last two weeks of July. Secretaries who request vacation leave shall receive notification of approval/disapproval of their request within five (5) work days of submission of request.

23:9 Secretaries are eligible for sick leave at the rate of one day per month of service.

23:10 Up to three secretarial and/or technical courses (which may be taken at a college) shall be reimbursed annually by the Board provided that:

(1) Prior approval is granted by the Chief School Administrator. Such approval shall not be unreasonably withheld.

(2) A grade of satisfactory or better is received.

23:11 Secretaries employed in the summer (exclusive of twelve month secretaries) and temporary (substitute) secretaries employed during the school year shall be reimbursed at the rate of ten (\$10.00) dollars per hour.

Article 24. Furnishing Copies of Agreement.

24:1 Copies of this Agreement shall be printed or mimeographed in pocket-size form; the expense of such printing and/or mimeographing shall be shared equally by the Board and the Association. Such copies shall be distributed by the Association to its members promptly upon execution.

Article 25: Notices.

25:1 Notices under this Agreement shall be given by either party to the other by telegram or registered letter as follows:

(a) to the Board at: Rumson-Fair Haven Regional High School
74 Ridge Road
Rumson, NJ 07760

(b) to the Association at: Rumson-Fair Haven Regional High School
74 Ridge Road
Rumson, NJ 07760

Article 26. Duration of Agreement.

26:1 This Agreement shall be effective as of July 1, 1994 and shall continue in effect until midnight, June 30, 1997, subject to the Association's right to negotiate over a successor agreement as provided in Article 2. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

Article 27. Entire Agreement.

27:1 Pursuant to the provisions of N.J.S.A. 34:13A-5:3, the parties have negotiated in good faith with respect to grievances and terms and conditions of employment and have reached within agreement as the result of such negotiations.

In the event that the Board, during the term of this Agreement, seeks to establish and/or implement any changes on any items which have been held by PERC or the Courts under Chapter 123 of the Laws of the State of New Jersey to be the subject of mandatory negotiation, the Board agrees to negotiate in good faith with the Association on all such items of change.

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been subject of negotiations up to the execution date of this Agreement.

IN WITNESS WHEREOF, the parties have hereto caused this Agreement to be duly executed and attested on behalf of the respective parties, the day and year first above written.

Terms of the Agreement shall be effective as of July 1, 1994.

RUMSON-FAIR HAVEN REGIONAL
SCHOOL EMPLOYEES ASSOCIATION

By Robert E. Moir
Robert Moir, President

By Mary C. Johnson
Mary Johnson, Secretary

By Robert E. Moir
Robert Moir, Chairman
Negotiating Team

RUMSON-FAIR HAVEN REGIONAL
BOARD OF EDUCATION

By Joan Jay
Joan Jay, President

By Margaret Deathery
Margaret Deathery, Secretary

By Richard Unice
Richard Unice, Chairman
Negotiating Team

**APPENDIX A-1
Teacher Salary Guide (Continued)**

1. For the purpose of the Agreement, a "step" number shall mean the number of years of qualified teaching experience or equivalent as determined by the Chief School Administrator; a "level" number shall mean the designated category fixed for the annual salary as shown on the teacher's salary guide annexed to this Agreement as Appendix A.
2. The placement on longevity steps 25 and 30 shall be as a result of computing total credit experience.
3. In each year of the contract, an employee entering his/her 20th through 24th year of credited experience shall be considered on a longevity maximum and as a result shall receive \$180 differential.

APPENDIX A -2

CUSTODIAN SALARY GUIDE

STEP	1994-1995	1995-1996	1996-1997
0	16750	16750	17000
1	18167	18245	18327
2	19692	19662	19822
3	21502	21187	21239
4	23275	22997	22764
5	23575	24770	24574
6	23875	25070	26347
7	24175	25370	26647
8	24535	25670	26947
9	24835	26030	27247
10	25255	26330	27607
11	25575	26750	27907
12	25895	27070	28327
13	26215	27390	28647
14	26535	27710	28967
15	26855	28030	29287
16	27285	28350	29607
17	27715	28780	29927
18	28295	29210	30357
19	29087	29790	30787
20	29365	30582	31367

1. For 1994-95 custodian's salaries shall be increased by \$1,417 per year per custodian inclusive of increment over the previous year's base.
2. For 1995-96 custodian's salaries shall be increased by \$1,495 per year per custodian inclusive of increment over the previous year's base.
3. For 1996-97 custodian's salaries shall be increased by \$1,577 per year per custodian inclusive of increment over the previous year's base.
4. Three Hundred Fifty Dollars (\$350) will be granted for each year of experience beyond the maximum salary.
5. Custodians shall be compensated at the rate of time and one-half their hourly rates after forty (40) hours. The hours between thirty-five (35) and forty (40) shall be at

**APPENDIX A-2
Custodian Salary Guide (continued)**

straight time. On any given day if a custodian works over nine (9) hours, he/she shall be paid time and one half for any additional time worked that day.

Overtime shall be paid on half hours of time worked. Any special pre-school work by custodial workers (i.e., clearing snow) shall be considered overtime except when school is closed for the day.

6. If a custodian works on a contractual holiday, he/she shall be paid double time.
7. The custodial black seal license stipend shall be \$275 in each year of the contract.
8. A custodian serving in the maintenance position shall receive an annual stipend of \$1,900 for each of the contract years.
9. A custodian serving in the groundskeeper/maintenance position shall receive an annual stipend of \$1,900 for each of the contract years.

APPENDIX A -3

CAFETERIA WORKER SALARY GUIDE

STEP	1994-95 HOURLY	STEP	1995-96 HOURLY	STEP	1996-97 HOURLY
1	9.06	1	9.06	1	9.06
2	9.51	2	9.51	2	9.56
3	9.88	3	9.96	3	10.01
4	10.36	4	10.31	4	10.46
5	11.11	5	10.81	5	10.81
6	11.11	6	11.56	6	11.31
7	11.11	7	11.56	7	12.06
8	11.11	8	11.56	8	12.06
9	11.11	9	11.56	9	12.06
10	12.03	10	11.56	10	12.06
11	12.03	11	12.48	11	12.06
12	12.20	12	12.48	12	12.98
13	12.20	13	12.65	13	12.98
14	12.20	14	12.65	14	13.15
		15	12.65	15	13.15
				16	13.15

1. Cafeteria worker's hourly rate shall be increased in 1994-95 by \$0.45 per hour, in 1995-96 by \$0.45 per hour and in 1995-96 \$0.50 per hour inclusive of increment over the previous year's base.

2. In the thirteenth (13th) year of continuous service, a premium of \$0.20 per hour will be added to the hourly rate of pay. In the twentieth (20th) year of continuous service, a premium of \$0.10 per hour will be added to the hourly rate of the employee.

3. The hourly rates of the assistant cook/cafeteria worker will be \$14.20 per hour in 1994-95, \$14.65 per hour in 1995-96, and \$15.15 per hour in 1996-97 which amount does not include longevity to which the employee may otherwise be entitled.

4. A cafeteria worker substituting for the assistant cook/cafeteria worker will receive the same hourly wage as the assistant cook/cafeteria worker for the entire day.

5. The assistant cook/cafeteria worker substituting for the cafeteria manager will receive \$15.20 per hour in 1994-95, \$15.65 per hour for 1995-96, and \$16.15 per hour in 1996-97 which amount does not include longevity to which the employee may otherwise be entitled. Cafeteria workers are not expected to work beyond the normal working hours.

6. Cafeteria workers shall be paid over-time on half hours of time worked with payment of time and one half after 40 hours of work per week.

7. Substitute cafeteria workers shall be paid at Step 1 of the guide.

APPENDIX A -4

SECRETARY SALARY GUIDE

TEN-MONTH

STEP	1994-95	STEP	1995-96	STEP	1996-97
1	16750	1	16750	1	17000
2	17944	2	18010	2	18079
3	19014	3	19204	3	19339
4	20440	4	20274	4	20533
5	21833	5	21700	5	21603
6	22013	6	23093	6	23029
7	22210	7	23273	7	24422
8	22492	8	23470	8	24602
9	22989	9	23752	9	24799
10	23485	10	24249	10	25081
11	23983	11	24745	11	25578
12	24548	12	25243	12	26074
13	24998	13	25808	13	26572
		14	26258	14	27137
				15	27587

TWELVE MONTH SECRETARY GUIDE

STEP	1994-95	STEP	1995-96	STEP	1996-97
1	20100	1	21000	1	21500
2	21533	2	21611	2	22594
3	22817	3	23044	3	23205
4	24528	4	24328	4	24638
5	26200	5	26039	5	25922
6	26416	6	27711	6	27633
7	26652	7	27927	7	29305
8	26991	8	28163	8	29521
9	27587	9	28502	9	29757
10	28182	10	29098	10	30096
11	28780	11	29693	11	30692
12	29458	12	30291	12	31287
13	29998	13	30969	13	31885
14	30839	14	31509	14	32563
		15	32350	15	33103
				16	33944

1. Ten-month secretary's salaries shall be increased in 1994-95 by \$1194, in 1995-96 by \$1260, and in 1996-97 \$1329 inclusive of increment over the previous year's base.

2. Twelve-month secretary's salaries shall be increased in 1994-95 by \$1433, in 1995-96 by \$1511, and in 1996-97 \$1594 inclusive of increment over the previous year's base.

APPENDIX B-1

HEAD COACHING STIPENDS

GROUP I (FOOTBALL)		GROUP II (BASKETBALL, WRESTLING)		GROUP III (BASEBALL, SOFTBALL, SOCCER, FIELD HOCKEY, TRACK, GYMNASTICS, SWIMMING)	
STEP 1	3250	STEP 1	\$2950	STEP 1	\$2450
2	3750	2	3250	2	2850
3	4250	3	3650	3	3250
4	4750	4	4150	4	3700
5	5350	5	4650	5	4150
6	5800	6	5100	6	4600
7	6250	7	5550	7	5050
8	6700	8	6000	8	5500

GROUP IV (TENNIS, CROSS COUNTRY)		GROUP V (GOLF)	
STEP 1	1700	STEP 1	1300
2	1950	2	1500
3	2200	3	1700
4	2450	4	1950
5	2700	5	2200
6	2950	6	2450
7	3200	7	2700
8	3450		

Winter Track Coach shall receive \$1000 in each of the three years of the contract.

ASSISTANT COACHING STIPENDS

GROUP I (FOOTBALL)		GROUP II (BASKETBALL, WRESTLING)		GROUP III (BASEBALL, SOFTBALL, SOCCER, FIELD HOCKEY, TRACK, GYMNASTICS, SWIMMING)	
STEP 1	2440	STEP 1	2200	STEP 1	1840
2	2715	2	2500	2	2140
3	3015	3	2800	3	2440
4	3315	4	3100	4	2765
5	3715	5	3475	5	3115
6	4015	6	3775	6	3415
7	4315	7	4075	7	3715
8	4615	8	4375	8	4015

Appendix B Coaches Stipends (continued)

GROUP IV (TENNIS, CROSS COUNTRY)

STEP 1	1275
2	1465
3	1650
4	1835
5	2030
6	2195
7	2360
8	2525

All coaches will remain on 1993-94 level for the first year (1994-95) of the contract--no increase--no increment. Coaches at the top level will receive no increase for 1995-96 and 1996-97. Coaches on lower levels will move up one increment in 1995-96 and one increment in 1996-97.

Upon reaching the 20th year of in district coaching in a given sport, a coach will receive a one step longevity increment equal to the last incremental step on the applicable guide.

Credit for coaching experience outside of Rumson-Fair Haven Regional will be at the discretion of the Chief School Administrator as recommended by the Athletic Director.

NON-COACHING STIPENDS

Position	Stipend
Football Photographer	\$607
Intramural Coordinator	347
Intramural Coach	325
Weight Room Supervisor	926
(Summer \$11.00 per hour, cap of 100 hours)	
Home Game Coordinator	61 per game
Timer-Basketball	18 per game
Timer-Wrestling	37 per evening
Announcer-Football	24
Crowd Control	22
Equipment Manager	4278

Ticket Takers \$23 per game in 1994-95, \$24 per game in 1995-96, and \$25 per game in 1996-97.

Ticket Sellers \$25 per game in 1994-95, \$26 per game in 1995-96, and \$27 per game in 1996-97.

APPENDIX B - 3

NON-COACHES STIPENDS

GROUP I	1994-95	1995-96	1996-97
	\$3341	\$3463	\$3585
Class Coordinator-Senior			
Class Coordinator-Junior			
School Musical Director			
Yearbook Advisor			
Band Advisor			
AVA Coordinator			
SGA Advisor			
Technical Theater Director			
GROUP II	\$2277	\$2360	\$2443
Newspaper Advisor			
Class Coordinator-Sophomore			
Class Coordinator-Freshman			
Cheerleader Advisor-Fall			
Cheerleader Advisor-Winter			
Color Guard Advisor			
Assistant Athletic Coordinator			
Tower Players Director			
GROUP III	\$1683	\$1745	\$1807
School Musical Assistant Director			
GROUP IV	\$1145	\$1187	\$1229
Pep Club Advisor			
Work Experience Coordinator (COE)			
Work Experience Coordinator (CIE)			
Literary Magazine Advisor			
Math League Advisor			
AFS Advisor			
Choreographer			
National Honor Society Advisor			
Forensics Advisor			
Science Club Advisor			
Advisor-Amnesty International			
Clean Ocean Action Advisor			
Health Club Advisor			
Computer Coordinator			
RHYME Advisor			

Appendix B (Non-Coach Stipends continued)

OTHER NON-COACHES STIPENDS

Graphics Arts Production Coordinator	\$20.00 per hour for work performed beyond regularly scheduled workday to a maximum of 150 hours per school year.
After School Detention Supervisor	\$20.00 per hour
Saturday Morning Detention Supervisor	\$20.00 per hour
OPUS Coordinator	\$4052
Secretary OPUS	\$1103

Academic Passport Advisor(s) (Humanities, Behavior Science, Science)	\$7336
Academic Passport Coordinator will receive 5% deducted from total of Academic Passport Advisor stipend.	
Secretary Academic Passport	\$11.00 per hour

Ski Club Advisor--\$83/day, \$165 max per ski trip authorized by the Board of Education.

After-School Computer Instructor	\$20.00 per hour.
After-School Computer Students	\$15.00 per hour.

DEPARTMENT CHAIR STIPEND SCHEDULE

Department Chairs will be compensated as follows:

\$800 base plus \$150 per teacher or part-time teacher in the department to which the Chair has been assigned, not including the Chair.

Head Counselor	\$7200
Head Child Study Team	\$7200
Non ETS Testing	\$20.00 per hour

RUMSON-FAIR HAVEN REGIONAL HIGH SCHOOL

GRIEVANCE FORM

Grievance No. _____

Name of grievant: _____

Position, title and/ or department _____

Statement: This grievance is being filed and processed pursuant to the provisions of Article 3 of the Agreement between the Board of Education and the Education Association.

Date cause of grievance occurred: _____

Statement of grievant:
(Cite specific contract or policy provisions, or statutory basis for grievance; if additional space is needed, attach additional sheet).

Relief sought:

Grievance dated: _____

Signature of Grievant

LEVEL TWO - GRIEVANCE PROCEDURE (Article 3:5) C-1 2 of 4

- (A) Date received by Principal or person designated by Administrative Principal: _____
- (B) Decision of Principal or person designated by Administrative Principal: (mark one)
- () Grievance denied
- () Grievance granted, relief

Decision dated: _____

Signature of Principal/Designee

LEVEL THREE - GRIEVANCE PROCEDURE (Article 3:6)

If grievant wishes to take an appeal from the above decision, such appeal must be submitted in writing to the Administrative Principal within five (5) school days after grievant's receipt of the above decision.

Grievant herewith appeals: _____

Signature Dated

If appealed, grievant must state hereon grievant's dissatisfaction with the decision:

(A) Date received by Administrative/Principal: _____

Decision by Administrative Principal must issue within ten (10) school days of receipt of appeal.

(B) Decision of Administrative Principal: (mark one)

- () Grievance denied
- () Grievance granted relief

Decision dated: _____

Signature of Administrative
Principal

LEVEL FOUR - GRIEVANCE PROCEDURE (Article 3:7) 4 of 4

If grievant wishes to take a further appeal from the above decision to the Board of Education, such a request for review must be filed no later than five (5) school days after receipt of the above decision.

Grievant herewith appeals: _____
Signature Dated

(A) Date of receipt of request for review by Board of Education: _____

(B) Decision of Board of Education: (mark one)

- () Grievance denied
- () Grievance granted relief

Board of Education

Decision dated: _____ By: _____

LEVEL FIVE - ARBITRATION PROCEDURE (Article 3:8) C-1 4 of 4

Request for Arbitration:

If the grievant is dissatisfied with the decision of the Board of Education and only if the grievance pertains to an alleged violation of this agreement between the Board and the Association, the grievant shall have the right to request the appointment of an arbitrator. Such request shall be made known to the Administrative Principal by certified mail, receipt returnable no later than fifteen (15) days after the decision, in writing, of the Board. This request must be accompanied by a written recommendation for such action by the Association. This request shall be honored only if the grievant and the Association waive the right, if any, hereon to submit the underlying dispute to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's award; the execution of this request, accompanied by the written recommendation by the Association, shall constitute written confirmation of the waiver of such right.

Statement of grievant and/or Association of issue(s) to be arbitrated:
(Cite facts supporting alleged violation of agreement with specific references to provisions of agreement violated).

Date of execution
of request: _____

Signature of Grievant

The Association herewith recommends that this request for arbitration be pursued.

RUMSON-FAIR HAVEN SCHOOL EMPLOYEES
ASSOCIATION

By: _____

APPENDIX C-2
RUMSON-FAIR HAVEN REGIONAL HIGH SCHOOL
RUMSON, NEW JERSEY 07760

OBSERVATION REPORT

TEACHER'S NAME	CLASS OR ACTIVITY
DATE AND TIME OF PREOBSERVATION CONFERENCE	DATE AND TIME OF OBSERVATION
DATE AND TIME OF POST OBSERVATION CONFERENCE	OBSERVER/APPRaiser

N/A = NOT APPLICABLE

CLASSROOM MANAGEMENT:

- Class began and ended on time
- Class time used efficiently
- Clear limits of behavior established
- Appropriate methods used to correct student behavior

COMMUNICATIONS:

- Clear written or oral directions provided
- Students addressed at their level of comprehension

SCHOOL POLICIES:

- Absences and tardies recorded

AWARENESS OF INDIVIDUAL DIFFERENCES:

- All students encouraged to participate
- Different levels of ability accommodated

SUBJECT MATTER KNOWLEDGE:

_____ Adequate knowledge demonstrated

TEACHING TECHNIQUES:

_____ Pace adjusted to students' needs

_____ Questions used at appropriate cognitive levels, if appropriate to technique

_____ Uses effective method of presentation

PLANNING AND ORGANIZATION:

_____ Content of lesson appropriate to curriculum

_____ Lesson presented in logical sequence

INSTRUCTIONAL MATERIALS:

_____ Materials appropriate to the lesson

COMMENTS:

DATE OF REPORT

SIGNATURE OF OBSERVER/APPRaiser

TEACHER'S COMMENTS:

I have read this observation and _____ shall _____ shall not attach an additional statement.
(Lesson plans or related materials may also be attached)

APPENDIX C-3

RUMSON-FAIR HAVEN REGIONAL HIGH SCHOOL
RUMSON, NEW JERSEY 07760
ANNUAL EVALUATION

Teacher's Name	Date	Evaluator
SATISFACTORY (S) - substantially meets criteria IMPROVEMENT NEEDED (N) - requires work in this area UNSATISFACTORY (U) - requires substantial work in this area NOT APPLICABLE (NA)		
1. CLASSROOM MANAGEMENT - employs techniques and procedures that result in an atmosphere for teaching/learning in which students know what they are expected to do and can grow in their capacity for self-discipline.		S N U NA
2. COMMUNICATIONS - promotes two way communications with parents, students, and fellow staff members in an honest, positive, and constructive manner.		S N U NA
3. SCHOOL POLICIES - fulfills the requirements of punctuality, reliability, and responsibility with regard to school policies and procedures.		S N U NA
4. AWARENESS OF INDIVIDUAL DIFFERENCES - understands and accepts students as individual human beings with dignity and worth and attempts to help them improve their self image by encouraging them to grow in their understanding of their capabilities and limitations.		S N U NA
5. SUBJECT MATTER KNOWLEDGE - demonstrates thorough knowledge of the subject being taught and recognizes the relationship of the subject to other disciplines and stresses these inter-relationships, when appropriate.		S N U NA
6. TEACHING TECHNIQUES - recognizes the differences in needs, abilities, and interests among students and adjusts instruction to meet those abilities, needs, and interests.		S N U NA
7. LEARNING THEORY - attempts to stimulate students to work toward maximum potential and to take pride in their accomplishments.		S N U NA
8. PLANNING AND ORGANIZATION - plans effectively		S N U NA

- both for the present and the future with respect to establishing teaching strategies which are goal oriented and purposeful.
9. INSTRUCTIONAL MATERIALS - selects, evaluates, and uses effectively materials, services, and methods of instruction which motivate students to learn. S N U NA
10. STAFF RELATIONSHIPS - establishes rapport and understanding with school staff colleagues. S N U NA
11. PROFESSIONAL PREPARATION AND SCHOLARSHIP - recognizes that being a constant and avid learner is prerequisite to being a good teacher and realizes that learning and teaching are dual aspects of a never-ending developmental process. S N U NA

COMMENTS AND RECOMMENDATIONS:

Signatures acknowledge completion of the evaluation, not necessarily agreement. Comments may be attached. Comments attached _____ (Y/N)

TEACHER: _____ EVALUATOR: _____

DATE: _____ CONFERENCE DATE: _____

APPENDIX C -4

RUMSON-FAIR HAVEN REGIONAL HIGH SCHOOL
Rumson, New Jersey

EVALUATION REPORT

Interim ____ Final ____

Secretary's Name	Position
Evaluator	Date of Observation

THE EVALUATOR SHOULD INDICATE HOW EACH OF THE FOLLOWING IS DEMONSTRATED WHERE APPLICABLE.

I. Professional techniques:

A. Applies skills relative to job description.

B. Uses work day efficiently.

C. Demonstrates adequate production skills.

D. Works independently.

E. Uses sound decision and judgment techniques.

II. Professional performance:

A. Demonstrates professional attitudes when dealing with the public.

B. Shows concern and respect for co-workers.

C. Demonstrates conscientious attitudes toward the work place.

D. Shows interest in professional growth and development.

Additional comments and recommendations:

Evaluator's Signature

Secretary's comments:

Secretary's Signature

Date of post-conference

APPENDIX C-5

RUMSON-FAIR HAVEN REGIONAL HIGH SCHOOL
RUMSON, NEW JERSEY

Custodial & Cafeteria Performance Evaluation

NAME _____ DATE _____

Check the appropriate item in each section:

____ Acceptable Performance
 ____ Unacceptable Performance

1. SAFETY AND HOUSEKEEPING a. Safety Awareness b. Area Housekeeping		
2. CO-OPERATION a. Team-work b. Working relations with others c. Emergency procedures (snow call in)		
3. QUALITY OF WORK a. Efficiency b. Initiative c. Communications with Supervisor d. Conscientiousness		
4. ATTENDANCE a. Absences b. Promptness c. Sufficient notice in case of absence		
5. ATTITUDE TOWARD WORK a. Enthusiastic b. Attitude toward new assignments c. Initiative and judgement		
6. PUBLIC RELATIONS a. Personal appearance & grooming (uniform) b. Courtesy & attitude in public contacts		

COMMENTS AND RECOMMENDATIONS:

EMPLOYEE COMMENTS (optional):

Employee:

Evaluator:

APPENDIX C-6
RUMSON-FAIR HAVEN REGIONAL HIGH SCHOOL
COACH'S OBSERVATION FORM 19____

G = GOOD

S = SATISFACTORY

I = NEEDS IMPROVEMENT

I. PROFESSIONAL ATTITUDE AND PERSONAL QUALITIES

1. Cooperates with the Athletic Director in regard to submitting necessary forms or documents, and in relaying information to the team.
2. Maintains cooperative and harmonious relationships with the athletic staff.
3. Displays suitable sideline conduct at games toward players, officials, and other staff.
4. Cooperates with outside groups and maintains good community relations.
5. Demonstrates professional attitude toward school rules and regulations, and shows a willingness to enforce these rules.
6. Adheres to recognized ethical standards of the coaching profession.

II. COACHING PERFORMANCE

1. Develops and maintains respect by example in appearance, manners, behavior, language, and interest.
2. Supervises and administers locker room, buses, and participants.
3. Is well versed and knowledgeable in matters pertaining to the sport.
4. Has individual and team discipline and control.
5. Prepares for daily practices to meet the needs of the team.
6. Is fair, understanding, tolerant, consistent and patient with all team members.
7. Is punctual in meeting team for practices and games.
8. Takes an interest in athletes' off-season activities and classroom efforts.

9. Maintains an enthusiasm for the sport.
10. Has taken the necessary First Aid courses as required for coaching.
11. Communicates with the trainer, as to report on or follow-up of an injury to their player(s).

III. RELATED COACHING ACTIVITIES

1. Is responsible for assisting in issue, inventory, use and storage of equipment.
2. Is cooperative in sharing the use of facilities.
3. Keeps the Athletic Director informed about events related to the team and/or sport.
4. Has turned in game reports within the required time as requested by the Athletic Director.
5. Has shown an awareness and understanding of the place of athletics within the total school program.
6. Has worked with the Athletic Director in setting up an approved budget, to submit to the Administrative Principal.

COMMENTS:

I have read and conferred with the Athletic Director on the above observation.

COACH'S SIGNATURE

DATE

ATHLETIC DIRECTOR'S SIGNATURE


ADMINISTRATIVE PRINCIPAL'S
SIGNATURE

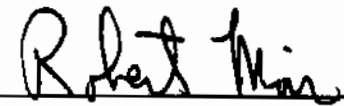
EVALUATION OF COACHING STAFF

1. All observations/evaluations of coaching staff performance shall be placed in a separate file designed solely for coaching matters.
2. All observations/evaluations of coaches' performance shall be kept in a separate file designated solely for coaching matters.
3. Coaching observations and evaluations shall have absolutely no effect on regular teaching performance, evaluations or conditions of employment.
4. The following procedure shall be utilized for observations/evaluations of coaching performance.
 - A. In the event the Athletic Director observes anything unsatisfactory in a coach's performance, he shall, within five (5) school days of the event, notify the coach in writing of the specifics of the complaint and list the event and date observed.
 - B. Any coach receiving such a written notice shall sign same and have an opportunity to respond in writing to the notice within (5) school days.
 - C. A post-summative conference will be held with the coach, Athletic Director, and Administrative Principal.
 - D. The coach shall have the opportunity to sign, comment in writing upon and/or attach a written rebuttal to the summative.
 - E. No summative evaluation shall contain an unsatisfactory comment or rating unless there has been prior written notice to the coach as previously provided herein.
 - F. All notices, observations and summative checklists shall be kept in the separate coaching file and shall have no impact on the teaching staff member's performance, evaluation or conditions of employment.


RUMSON-FAIR HAVEN REGIONAL HIGH SCHOOL
BOARD OF EDUCATION
74 RIDGE ROAD
RUMSON, NEW JERSEY 07760

The Rumson-Fair Haven Regional High School Board of Education has agreed with the Rumson-Fair Haven Regional School Employees Association for a one-year sidebar agreement that will allow Rona Kaplan, Special Education/ESL Teacher, to teach an additional period (6th period assignment) ESL class effective September 1, 1994, through June 30, 1995, at the annual stipend of \$6,124. At the end of the 1994-95 school year, this sidebar becomes null and void. This sidebar agreement for the 1994-95 school year will have no effect as to past practices or future negotiations between the Rumson-Fair Haven Regional High School Board of Education and the Rumson-Fair Haven Regional School Employees Association.


Joan Jay, President
Rumson-Fair Haven Regional H.S.
Board of Education


Robert Moir, President
Rumson-Fair Haven Regional
School Employees Association


James A. Mullevy
Chief School Administrator


Nancy van de Sande
Vice President, Rumson-Fair
Haven Regional School
Employees Association

DATED: September 2³, 1994

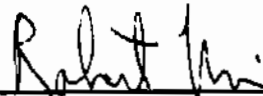
RUMSON-FAIR HAVEN REGIONAL HIGH SCHOOL
BOARD OF EDUCATION
RUMSON, NEW JERSEY 07760

SIDEBAR AGREEMENT

The Rumson-Fair Haven Regional High School Board of Education has agreed with The Rumson-Fair Haven Regional School Employees Association for the establishment of the position of Spanish National Honor Society Advisor under Appendix B, Non-Coaches Stipends, Group IV, for the duration of the July 1, 1994 through June 30, 1997 negotiated contract. This sidebar agreement will have no effect as to past practices or future negotiations between the Rumson-Fair Haven Regional High School Board of Education and the Rumson-Fair Haven Regional School Employees Association.



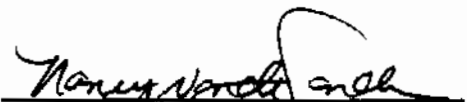
Joan Jay, President
Rumson-Fair Haven Regional H. S.
Board of Education



Robert Moir, President
Rumson-Fair Haven Regional
School Employees Association



James A. Mullevey
Chief School Administrator



Nancy van de Sande
Vice President, Rumson-Fair
Haven Regional School
Employees Association

DATED: March 21, 1995