

Agreement Between
The RUMSON BOARD OF EDUCATION
and
The RUMSON EDUCATION ASSOCIATION
For the Fiscal Years
Commencing July 1, 2005
and
Commencing July 1, 2006
and
Commencing July 1, 2007

THIS AGREEMENT is entered into this 1st day of **JULY**, 2005 by and between **THE BOARD OF EDUCATION OF THE RUMSON SCHOOLS** (hereinafter called "Board") and **THE RUMSON EDUCATION ASSOCIATION** (hereinafter called "REA").

WHEREAS, the parties have reached certain understanding which they desire to confirm this Agreement.

TABLE OF CONTENTS

ARTICLE		PAGE
I	RECOGNITION	1
II	NEGOTIATION PROCEDURE	1
III	EMPLOYEES' RIGHTS	2
IV	GRIEVANCE PROCEDURE	2
V	FRINGE BENEFITS	5
VI	PERSONAL DAYS	6
VII	SICK DAYS	7
VIII	TUITION REIMBURSEMENT	7
IX	PRINTING AGREEMENT	8
X	MENTORING	8
XI	SALARY GUIDES	9
XII	TEACHERS - SALARY GUIDE ADVANCEMENT	12
XIII	TEACHER WORK YEAR AND WORK DAY	13
XIV	POSTING OF VACANCIES	15
XV	EXTRA-CURRICULAR ACTIVITIES	15
XVI	SUMMER EDUCATIONAL GRANTS	16
XVII	ADDITIONAL COMPENSATION	18
XVIII	SECRETARIAL SALARY GUIDE	18
XIX	SECRETARIES	19
XX	SECRETARIAL VACATION	19
XXI	SECRETARIAL TUITION REIMBURSEMENT	20
XXII	SCHOOL AGE DEPENDENTS	21
XXIII	AGENCY FEE	21
XXIV	TRAVEL REIMBURSEMENT	22
XXV	EXTENDED LEAVE OF ABSENCE	22

PREAMBLE

All aspects of this contract shall be in effect through the 2005-2008 school year, or until a successor agreement has been agreed upon resulting from collective negotiations between the Board and the REA which shall begin no later than October 4, 2007.

ARTICLE I RECOGNITION

- A. The Rumson Board of Education (the Board) hereby recognizes the Rumson Education Association (the REA) as the exclusive representative for collective negotiations concerning grievances and terms and conditions of employment for all certified professional employees including but not limited to: teachers, librarians, nurses, learning disability teacher consultant, social worker, speech therapist, guidance counselor, technology specialist and all secretaries employed under contract or on Board leave, but excluding: Superintendent, Principals, Supervisors, Director, Secretary to the Superintendent, Board Secretary/School Business Administrator, and the Secretaries to the Board Secretary/School Business Administrator.
- B. Unless otherwise indicated, the term "teacher" or professional employee shall refer to certified, educational personnel as specified in Section A; the term "secretary" shall refer to non-certified, clerical employees as specified in Section A.
- C. Unless otherwise specified, the term "employee" shall encompass all unit members as specified in Article I: Section A and B.

ARTICLE II NEGOTIATION PROCEDURE

- A. In accordance with Public Law 1974, Chapter 123, the Board and the REA agree to enter into collective negotiations over a successor agreement in a good-faith effort to obtain agreement on all matters concerning the terms and conditions of employment. Any agreement so negotiated shall apply to the employees cited in Article I, Section A, be reduced to writing and submitted for ratification by the REA and approval by the Board. If ratified and approved, it shall be signed by the parties.
- B. If any provision of the Agreement or any application of this Agreement is held contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**ARTICLE III
EMPLOYEES' RIGHTS**

- A. The Board and the REA agree that there shall be no discrimination in the implementation and enforcement of all policies and procedures governing the hiring, training, assignment, promotion, transfer, and discipline of employees.
- B. No employee shall be discharged or reprimanded without just cause. Any action to discharge or reprimand an employee without just cause shall be subject to the grievance procedure herein set forth.
- C. Any rights granted to employees pursuant to this Agreement are in addition to and in accordance with New Jersey Laws and/or other applicable regulations.

**ARTICLE IV
GRIEVANCE PROCEDURE**

- A. Definition:

A grievance is a claim based on the belief that a wrong has been suffered by an employee, a group of employees, or the REA through unfair or inequitable treatment or through interpretation or application of Board policies or as a result of administrative decision or through failure to comply with the provisions of the Agreement.

- B. Terms:

- 1. Aggrieved Person

An "aggrieved person" is the employee, employees, or the REA making the claim.

- 2. Party in Interest

A "party in interest" is the employee or employees making the claim and any employee including the REA or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

- C. Purpose:

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to problems which may arise affecting employees. Both parties agree that these proceedings will be kept confidential and include only the appropriate parties of interest.

Nothing herein shall be construed to limit the right of any employee having a grievance to discuss the matter informally with the appropriate member of the administration and to have the grievance adjusted without invocation of the grievance procedure provided that such adjustment is not inconsistent with the terms of this Agreement

D. Procedure:

1. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. The aggrieved person must initiate the grievance procedure within 45 school days from the time when the grievant knew or should have known of its occurrence. 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 the step.
2. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by the representative(s) selected or approved by the REA. When a teacher is not represented by the REA, the REA shall have the right to be present and to state its views at all stages of the grievance procedure.
3. Beyond Level One, all grievance submissions and subsequent dispositions shall be in writing and all dispositions shall set forth the decision and the reasons thereto and shall be transmitted promptly to all parties in interest and to the REA.

LEVEL ONE

An employee with a grievance shall first discuss it with the principal, either directly or, at the employee's discretion, through the REA with the objective of resolving the matter informally. Any employee whose duties are routinely performed at both schools may initiate a grievance with the Superintendent of Schools.

LEVEL TWO

If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within 5 school days after presentation of the grievance, he/she may, within 10 school days, refer to the Superintendent of Schools, who shall communicate a decision in writing to the grievant within 10 school days of receiving the grievance.

LEVEL THREE

If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within 10 school days after presentation of the grievance to the Superintendent, the aggrieved person may, within 10 school days, notify the REA that the grievance is still pending. The grievant may, within 10 school days, request that the REA move the grievance to the Board. The grievant or the REA may, within 10 school days, move the grievance to the Board through the Superintendent or the Board Secretary.

The Board, or a committee thereof, shall review the grievance. The Board shall render a decision in writing within 21 school days of receipt of the grievance by the Board.

LEVEL FOUR

If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within 21 school days after presentation of the grievance he/she may request that the REA move the grievance to arbitration.

If the grievant is dissatisfied with the decision of the Board and only if the grievance pertains to the original claim, the grievant or the REA shall have the right to request the appointment of an arbitrator. Such request shall be made known to the Superintendent by certified mail - return receipt requested - no later than 15 school days after the decision of the Board.

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

- a. A request shall be made to the Public Employment Relations Commission to submit a roster of persons qualified to function as arbitrator 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 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 part to designate an arbitrator. The arbitrator shall limit consideration to the issues submitted and shall consider nothing else. He/she 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 in writing and binding upon the parties.

E. Cost of Arbitration:

The REA and the Board shall each bear all their individual expenses incurred in the course of any arbitration proceedings.

The fees and expenses of the arbitrator are the only costs which shall be shared by the REA and the Board and such costs will be shared equally.

Where grievance proceedings are mutually scheduled by the parties during school time, parties in interest shall suffer no loss of pay.

F. Protection of Grievant:

The Board recognizes that any employee has a right to file a grievance. The Board states there shall be no act, conduct, or procedure undertaken by the Board or member of the administrative staff which shall be in the nature of a reprisal against any employee 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 action which shall be undertaken solely as a means of reprisal against any employee filing a grievance.

**ARTICLE V
FRINGE BENEFITS**

A. The Board will provide and pay for a comprehensive Health Benefits Plan as provided by Blue Cross/Blue Shield and Dental Plan as provided by Delta Dental or equivalent for each eligible employee and the cost of such insurance for dependents of each eligible employee. The deductible will be \$200 per individual and \$400 per family for each plan year.

B. The Board shall provide a prescription plan covering eligible employees and dependents, with a \$15.00 deductible for brand name products and \$10.00 for generic products. There will be an annual cap on the prescription drug program of \$3,000 per individual or per family.

C. Waiver of Health Benefits:

1. Those employees who transfer from Indemnity to PPO shall receive a one-time payment equal to the difference in the annual premium of the current category in the Indemnity Plan and the category selected in the PPO Plan.
2. Employees may transfer back to Indemnity after a year in the PPO, but if they transfer back to the Indemnity Program, they will not be eligible for the payment set forth above in C. 1, on a subsequent transfer to the PPO.

3. Employees may waive medical benefits in any year and receive a stipend paid at the end of the school year as follows: The stipend shall be forty percent of the annual premium paid by the Board of Education for the insurance plans listed below:
 - a. Individual coverage
 - b. Parent and child
 - c. Husband and wife
 - d. Family
 4. Any employee who waives the benefits provided under Article V shall notify the Board no later than June 15th, preceding the contract in which the employee will receive a stipend in lieu of benefits. Waiver of benefits for the following year shall not be considered automatic. Every employee shall be considered covered unless and until such time as an employee shall affirmatively notify the Board that the employee is continuing to waive benefits in return for the stipend. Any employee who accepts the stipend in lieu of benefits will be waiving all benefits under Article V, B Medical, Dental and Prescription.
- D. The Board shall establish a Section 125 Plan. A copy of the Plan will be kept on file in the Board Office.

ARTICLE VI PERSONAL DAYS

- A. Personal days are those days which may be used by employees for personal business that cannot be conducted at another time and which is necessary for the health and welfare of oneself or one's family. A maximum of five days may be granted by the Superintendent in any year. These days are to be used for personal, legal business, household, family, or religious matters which require absence during school hours.
- B. Requests for personal days shall be given in writing to the Superintendent at least three (3) days prior to the request date, stating the reason for such request, who shall either grant the request or return in writing the reason(s) for denial of said request. This three (3) day notice shall be waived in emergencies. The employee will use good judgment in determining what constitutes an emergency. Two of the five days each year will be granted without a stated reason. The days without a reason shall not precede or follow a school holiday or vacation period. Personal days for which reasons are given and the request is granted may precede or follow a school holiday or vacation period.

- C. Personal days are limited to five (5) per year. However, the Board, at its sole discretion, may under exceptional circumstances, grant additional personal days. Such days may be granted without pay, at less the substitute's rate of pay, or with full pay. The Board reserves the right to deny the request.
- D. When a personal day is refused by the Superintendent, the staff member may request a short-term leave of absence. Such request shall state the reason for said request and shall be for three days or less. A short-term leave of absence may be granted under extenuating circumstances when the staff member must be absent during school hours. If a short-term leave of absence is granted by the Superintendent, the staff member's salary will be deducted at 1/200ths for each day.
- E. New employees employed after the start of the school year will be allotted personal days on a pro-rated basis according to the following formula: .5 days per number of months between date of employment and June 30th. New employees will be given credit for a full month if they work any part of the month.

**ARTICLE VII
SICK DAYS**

- A. Each employee shall be granted up to 15 days paid sick leave yearly. Unused Sick Leave will be cumulative.
- B. Upon retirement, employees who have completed twenty years of service in the Rumson School District shall be eligible for payment for unused accumulated sick leave. The payment shall be based on a per diem rate calculated at 75% of Step 1 on the current salary guide including horizontal placement, capped at 200 days. All monies shall be deposited into the employee's 403B account, payable over three (3) years. Deposits shall be made on the first payday in July, in each of the three (3) years.
- C. New employees employed after the start of the school year will be allotted sick days on a pro-rated basis according to the following formula: 1.5 sick days per number of months between date of employment and June 30th. New employees will be given credit for a full month if they work any part of the month.

**ARTICLE VIII
TUITION REIMBURSEMENT**

- A. On approval of the Superintendent, the Board shall reimburse employees' tuition costs for further study up to a maximum amount, per academic year, equal to the tuition costs for six graduate credits at Rutgers, the State University. Reimbursement will be given only for the successful (grade of "C" or better) completion of courses.

- B. A course begun in one fiscal year and ending in the following fiscal year shall be reimbursed with monies from both years.
- C. Teachers shall not be eligible for tuition reimbursement until after the attainment of tenure. The provision shall not apply to teachers employed prior to January 1, 2006.
- D. Reimbursement shall be made as follows: 50% paid with proof of enrollment
50% paid upon completion of the course
with a "C" or better.

**ARTICLE IX
PRINTING AGREEMENT**

- A. Verbatim copies of this Agreement as signed by the Board and the REA shall be printed and distributed to each employee at the expense of the Board within thirty (30) days after the Agreement is signed. The Board shall have the prerogative of choosing the printer.
- B. The Board shall make available to the REA a maximum of twenty additional copies of this Agreement upon request.

**ARTICLE X
MENTORING**

The Board shall pay annual stipends to mentors that are equal to the state mentoring aid as long as reimbursement is received from the New Jersey Department of Education (NJDOE). The Board's obligation to pay this fee shall terminate if the NJDOE discontinues reimbursement of this fee. If the NJDOE discontinues mentoring as it presently exists, mentoring in the district will discontinue until the Board and the Association revisit the issue. The extra-curricular hourly rate shall be used to determine a suggested number of hours for mentoring.

Vacancies for mentoring positions shall be posted and the opportunity to apply for mentoring positions shall be available to all teaching staff members.

**ARTICLE XI
TEACHERS SALARY GUIDES**

2005 - 2006

Years of Experience	Step	BA	BA+30	MA	BA+60	MA+30	MA+60
1-2 year	1	40,585	44,465	45,965		49,085	50,685
3	2	41,085	44,965	46,465		49,585	51,185
4	3	41,585	45,465	46,965		50,085	51,685
5	4	42,085	45,965	47,465		50,585	52,185
6	5	42,930	46,810	48,310		51,430	53,030
7	6	43,990	47,870	49,370		52,490	54,090
8	7	45,255	49,135	50,635		53,755	55,355
9	8	46,720	50,600	52,100		55,220	56,820
10	9	48,445	52,325	53,825		56,945	58,545
11	10	50,470	54,350	55,850		58,970	60,570
12	11	52,595	56,475	57,975		61,095	62,695
13	12	54,820	58,700	60,200		63,320	64,920
14	13	57,145	61,025	62,525		65,645	67,245
15	14	59,570	63,450	64,950		68,070	69,670
16	15	62,095	65,975	67,475		70,595	72,195
17	16	64,720	68,600	70,100		73,220	74,820
18	17	67,445	71,325	72,825	69,890	75,945	77,545
19-25	18	70,270	74,150	75,650	76,450	78,770	80,370
26	19	73,195	77,075	78,575	79,375	81,695	83,295
27+	20	76,220	80,100	81,600	82,400	84,720	86,320

* See Article XII, Paragraph I.

2006 - 2007

Years Experience	Steps	BA	BA+30	MA	B+60	M+30	M+60
1-2 years	1	41,485	45,385	46,985		50,185	51,785
3	2	41,985	45,885	47,485		50,685	52,285
4	3	42,485	46,385	47,985		51,185	52,785
5	4	42,985	46,885	48,485		51,685	53,285
6	5	43,720	47,620	49,220		52,420	54,020
7	6	44,855	48,755	50,355		53,555	55,155
8	7	46,295	50,195	51,795		54,995	56,595
9	8	47,940	51,840	53,440		56,640	58,240
10	9	49,785	53,685	55,285		58,485	60,085
11	10	51,830	55,730	57,330		60,530	62,130
12	11	53,975	57,875	59,475		62,675	64,275`
13	12	56,230	60,130	61,730		64,930	66,530
14	13	58,585	62,485	64,085		67,285	68,885
15	14	61,040	64,940	66,540		69,740	71,340
16	15	63,595	67,495	69,095		72,295	73,895
17	16	66,250	70,150	71,750		74,950	76,550
18	17	69,005	72,905	74,505		77,705	79,305
19	18	71,860	75,760	77,360	76,450	80,560	82,160
20-26	19	74,815	78,715	80,315	81,115	83,515	85,115
27+	20	77,870	81,770	83,370	84,170	86,570	88,170

* See Article XII, Paragraph I.

2007 - 2008

Years Experienc	Step	BA	BA+30	MA	BA+60	MA+30	MA+60
1-2 yrs	1	43,115	47,115	48,865		52,065	53,665
3	2	43,615	47,615	49,365		52,565	54,165
4	3	44,115	48,115	49,865		53,065	54,665
5	4	44,615	48,615	50,365		53,565	55,165
6	5	45,800	49,800	51,550		54,750	56,350
7	6	47,220	51,220	52,970		56,170	57,770
8	7	48,870	52,870	54,620		57,820	59,420
9	8	50,720	54,720	56,470		59,670	61,270
10	9	52,770	56,770	58,520		61,720	63,320
11	10	55,005	59,005	60,755		63,955	65,555
12	11	57,340	61,340	63,090		66,290	67,890
13	12	59,775	63,775	65,525		68,725	70,325
14	13	62,310	66,310	68,060		71,260	72,860
15	14	64,945	68,945	70,695		73,895	75,495
16	15	67,680	71,680	73,430		76,630	78,230
17	16	70,515	74,515	76,265		79,465	81,065
18	17	73,450	77,450	79,200		82,400	84,000
19	18	76,485	80,485	82,235	81,115	85,435	87,035
20+	19	79,620	83,620	85,370	86,170	88,570	90,170

* See Article XII, Paragraph I.

ARTICLE XII
TEACHER'S SALARY GUIDE ADVANCEMENT

- A. Teachers receiving advanced degrees will be issued a notification of salary at the new level upon receipt of a transcript from the college/University attended. The appropriate recommendation for advancement on the salary guide will be made at the next Board meeting; however, adjustments will only be made in September and February. Credits must be completed prior to September 1 in order to be eligible for movement in September and credits must be completed prior to February 1 in order to be eligible for movement in February. Advancement on the guide will not be made at any other time during the school year.
- B. It will be the responsibility of the teacher to inform the Superintendent of Schools before October 15 regarding any change or contemplated change in training level for the following school year. A written statement from the teacher of such change will be submitted to the Superintendent not later than the opening day of school in the following September, and a notification of salary issued. If such evidence is not submitted at the prescribed time, no adjustment will be made until the next scheduled adjustment period.
- C. All previous public and/or private school service shall be considered creditable for steps on the salary guide at the discretion of the Board upon the recommendation of the Superintendent of Schools. However, no new teacher will be placed on a step higher than one presently employed having equal years of experience.
- D. Teachers may progress to any pay scale shown above provided that earned credits are substantiated by official transcripts and courses approved by the Superintendent. Credits accrued prior to September 1989 will be honored for movement on guide.
- E. The 2005-2006 salary guide replaces the 2004-2005 salary guide commencing July 1, 2005. The 2006-2007 salary guide replaces the 2005-2006 salary guide commencing July 1, 2006. The 2007-2008 salary guide replaces the 2006-2007 salary guide commencing on July 1, 2007.
- F. The Board may by a roll call vote of the majority of the members of the Board, withhold for inefficiency or other good cause an employment increment (step) or an adjustment increment, or both. Prior written notification of the reasons for the withholding and of the date and time of the Board meeting at which such actions will be discussed will be provided to the employee ten(10) days before the meeting. Further, the employee prior to the Board's vote, shall have the right to address the Board on his/her behalf.
- G. Funds withheld from such teachers will be earmarked for summer educational grants.

- H. The Board agrees to compensate a teacher \$2,800 per year upon receipt and maintenance of a current National Teaching Standard Board Certification.
- I. Teachers who have attained placement on the B+30 column by June 30, 2002 shall be eligible for placement on the B+60 column.
- J. Any withdrawal from an employee paycheck for tax shelter annuities and/or saving accounts shall be electronically deposited into employee accounts on the designated payday.

**ARTICLE XIII
TEACHER WORK YEAR AND WORK DAY**

- A. The in-school work year for teachers shall consist of a maximum of 183 pupil-contact days plus one professional day. If more than three emergency closings are required, the in-school work year for teachers shall not exceed 180 pupil-contact days plus one professional day.
- B. The Board may, within its sole prerogative, include in the school calendar "early closing" days for "in-service" programs of various natures. Advice on such "early closings" shall be given to the REA a minimum of two weeks prior to the "early closing".
- C. The inclusion of early closing in the school calendar shall not commit the Board to including early closings in any subsequent school calendar as a working condition.
- D. The Board will welcome input from the REA regarding the school calendar prior to March 15 for the coming school year. However, the final decision as to the composition of the school calendar is recognized to be a Board prerogative.
- E. A teacher shall have the right to refuse to perform volunteer work during a holiday or vacation period beyond the normal in-school day and in-school work year.
- F. Teachers will attend one Back-to-School night each year and two nights for parent-teacher conferences, if requested by the Superintendent. The Superintendent will give the affected teacher(s) reasonable notice of such meetings, (whenever possible, two weeks). The night conferences will be scheduled from 7:00 to 9:00 p.m.
- G. The time period from 3:05 to 3:15 p.m. shall be part of the school day. Teachers shall not be assigned to provide instruction during this time. In addition to those staff who are regularly assigned to bus loading and other safety related areas, all staff members shall be available to provide for the safety of students.

The Teacher Day/School Day:

1. Teacher Day/School Day shall be from 8:40 a.m. to 3:15 p.m.
 2. Student Day shall be from 8:40 a.m. to 3:05 p.m.
 3. Homeroom shall be twelve (12) minutes in length.
- H. Teachers who are assigned by the administration to cover a class and, as a result, have no preparation period, will be compensated the extra-curricular rate named in this agreement.
- I. Professional staff members supervising overnight student activities shall be reimbursed \$100.30 for 2005-2006, \$105.01 for 2006-2007, and \$109.94 per night for 2007-2008.
- J. The hours of the guidance counselor may be flexible but may not be increased, and that upon consultation with the Superintendent, appropriate compensatory time shall be provided.
- K. Teachers shall have a duty free lunch period, as provided by statute.
- L. Teachers shall have five (5) duty free preparation periods per week. Conferences held during these periods shall be arranged by mutual agreement. Said agreement shall not be arbitrarily withheld.
- M. Meeting:
1. Employees may be required to remain after the end of the regular work day, without additional compensation for the purpose of attending meetings on Monday.
 2. Such meetings shall begin no later than ten (10) minutes after the student dismissal time and shall run for no more than forty-five (45) minutes, except in cases of emergencies involving the health and safety of students and staff.

An Association representative shall have the option to conduct Association meetings at the conclusion of such meetings.

Whenever possible, meetings shall be conducted by an Administrator, Supervisor or Team Leader. In the absence of an Administrator, staff meetings shall be conducted by a member of the staff who maintains a supervisory certification or is a Team Leader. If the staff meeting is conducted by a staff member other than an Administrator, Supervisor or Team Leader, that individual shall be compensated at the extra-curricular rate.

Notice of the meetings shall be given to all involved staff members in advance of the meeting, except in an emergency. Employees shall have the opportunity to suggest items for the meeting.

- N. New teachers shall attend 4 new teacher orientation days prior to the start of the school year in addition to the in-school work year for teachers. These four (4) new teacher orientation days shall be at no additional compensation.

ARTICLE XIV POSTING OF VACANCIES

- A. All vacancies shall be posted and e-mailed at the work place simultaneously to all members in order to give employees an opportunity to apply for the position.
- B. Notices shall be posted in the administrative office, the main offices, staff lounges and any other mutually agreed upon location.
- C. Copies of notices shall be provided to the President of the Association simultaneously with the posting. When school is not in session, notices shall be mailed to the President of the Association.
- D. Notices shall be posted simultaneously with the placement of an advertisement in any publication, newspaper, internet, or the like.
- E. Whenever possible, a notice shall be posted for ten (10) calendar days. The position will be re-posted if the requirements change prior to filling the vacancy.
- F. A notice shall include position, requirements, primary function, location, and application procedure.
- G. Employees who apply and meet the qualifications shall be given consideration by the Board.

ARTICLE XV EXTRA-CURRICULAR ACTIVITIES

- A. Within funding restrictions, priority for extra-curricular activities will be given to activities which result in the greatest overall educational impact to the students.
- B. To the degree possible, appointments for the new school year will be approved by the Board not less than one month prior to the commencement of a particular activity.

These appointments will be recommended by the administration for a period of one year. No tenure status is acquired with such appointments. All available supervisor positions will be advertised to the teaching staff for a period of at least ten (10) days before appointments are made. Job descriptions for every extra-curricular activity leader will be available.

- C. Pay periods for activity personnel will be three times per year: November, March, and June. Payments are to be made by separate checks at the conclusion of each activity program. In the event a program is ineffective, a re-evaluation will be made to determine the status of the activity. Activities or supervisors may be terminated and/or replaced by substitutes at the discretion of the administration.
- D. In the event that an activity is canceled by the administration, payment will be made on a pro-rata basis for time actually worked. In addition, and at the discretion of the administration, a termination allowance of up to 30 percent of the total activity cost shall be made.
- E. The salary formulas, to be determined by the administration, are computed calculating the total student contact hours allocated for each activity and multiplying by (Y).

Example: (D) days/week x (W) week x (H) hours/day x (Y)* = DWHY

- *Y - \$45.91 for the 2005-2006 school year
- *Y - \$48.07 for the 2006-2007 school year
- *Y - \$50.33 for the 2007-2008 school year

If two supervisors are required, each supervisor will receive DWHY for a total of 2 DWHY.

- F. Conditions in any school year may alter the activities pursued in past school years, and may affect all elements in the formula except the hourly remuneration rate.
- G. Teacher participation in extra-curricular activities which extends beyond the regularly scheduled in-school day shall be voluntary and shall be compensated according to the rate established in paragraph E.

ARTICLE XVI SUMMER EDUCATIONAL GRANTS

- A. A teacher employed by the Board is eligible for a summer educational grant after completing four or more consecutive years of service in the Rumson School District. Requests for such grants shall be submitted to the Superintendent of Schools prior to

April 30th. The Superintendent will make his/her recommendations to the Board of Education prior to the Regular May Meeting for approval or disapproval based on the following criteria:

1. At most, two grants will be funded for any calendar year at the discretion of the Board.
 2. Each grant will be for a maximum of \$5,000.
 3. The candidate must submit a plan of study no later than April 30th consisting of a minimum of nine (9) graduate credits. The plan of study must be consistent with the district's goals as determined by the Board with advice from the Superintendent. All courses must require class attendance by the teacher, therefore, correspondence and/or television courses are not acceptable. The teacher shall have the right to address the Board on his/her own behalf.
 4. Prior to approving a grant, the Board shall receive from the candidates a signed Summer Educational Grant Contract agreeing to serve one (1) additional school year in the Rumson School District immediately following his/her return from the summer study.
 5. An oral report summarizing the experience and suggesting ways which the study might benefit the Rumson School District shall be submitted to the Superintendent.
- B. Monies for the two summer educational grants will be budgeted at the discretion of the Board each fiscal year. The grant shall be paid in two installments; one-half to be paid on July 15th and one-half to be paid on August 15th of the year of the summer educational grant leave.
- C. The Superintendent shall certify that the recipient of a Summer Educational Grant has successfully completed the plan of study as approved by the Board. To so certify, the Superintendent shall ascertain that the applicable course credits have been granted within the time frame agreed upon.
- D. If the teacher fails to successfully complete the Summer Educational Grant as approved by the Board or fails to execute in full the terms of the Summer Educational Grant contract, the grant shall be refunded in full to the Board within nine (9) months of the final payment made by the Board.

**ARTICLE XVII
ADDITIONAL COMPENSATION**

	2005-2006	2006-2007	2007-2008
A. Team Leader	\$1,439	\$1,506	\$1,577
B. Coordinator of Competitive Sports	\$4,216	\$4,414	\$4,612
C. Stokes Coordinator	\$2,321	\$2,421	\$2,535
D. Non-Student Contact Rate	\$20.31	\$21.26	\$22.26

**ARTICLE XVIII
SECRETARIAL SALARY GUIDE**

Years of Experience	Step	2005-2006	2006-2007	2007-2008
1 - 3	A	29,869	31,373	32,959
4 - 6	B	30,969	32,473	34,059
7 - 9	C	32,069	33,573	35,159
10 - 12	D	33,169	34,673	36,259
13 - 15	E	34,269	35,773	37,359
16 - 18	F	35,369	36,873	38,459
19 - 21	G	36,469	37,973	39,559
22 - 25	H	37,569	39,073	40,659

2005 - 2006

Principals' Secretaries - plus 10% over step
Secretaries - plus 6.25% over step

2006 - 2007

Principals' Secretaries - plus 10% over step
Secretaries - plus 6.25% over step

2007 - 2008

Principals' Secretaries - plus 10% over step
Secretaries - plus 6.25% over step

**ARTICLE XIX
SECRETARIES**

- A. The principals' secretary shall command a 10% increase over the appropriate guide step in each year of the agreement.
- B. The guide is based on a twelve-month year and an eight-hour work day, including a one-hour lunch period. Specific hours in a standard day and lunch period are to be determined and scheduled by the administration. The work day on "early closing" days prior to vacation shall terminate one hour after the dismissal of students.
- C. Overtime will be paid at the rate of one and one-half times the hourly wage. Overtime is defined as that work performed before or after a standard day. The hourly rate is calculated as follows:

$$\frac{\text{Yearly Salary}}{1820}$$

- D. Holiday time will be paid at the rate of one and one-half times the hourly rate, in addition to the actual holiday pay.
- E. Overtime and Holiday time must be assigned by the Superintendent, Business Administrator, or principal and approved by the Superintendent.
- F. The Board may, by a roll call vote by a majority of the members of the Board, withhold for inefficiency or other good cause an employment increment or an adjustment increment, or both. Prior written notification of the reasons for the withholding and of the date and time of the Board meeting at which such actions will be discussed will be provided to the employee ten (10) days before the meeting. Further, the secretary, prior to the Board's vote, shall have the right to address the Board on his/her own behalf.

**ARTICLE XX
SECRETARIAL VACATION**

- A. Vacations shall be staggered at the discretion of the administration, and will be granted in accordance with longevity as follows:

<u>Length of Vacation</u>	<u>Longevity</u>
2 weeks	1-4 years
3 weeks	5-9 years
4 weeks	10 years

B. In addition to these vacation periods, secretaries are permitted the following holidays:

Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Vacation
Labor Day	Day After School Closes in June
Martin Luther King, Jr. Day	

Furthermore, the secretaries shall be permitted two (2) days for the Teachers' Convention and two (2) days in addition to their vacation listed in paragraph A to be taken during the summer at a time that is mutually agreed upon between the secretary and their supervisor.

"Holiday time" will be paid in addition to actual holiday pay on any of these holidays if a secretary is assigned to work on these days.

C. Secretaries are to work whenever school is in session, therefore, work days may occur on the following legal holidays:

Columbus Day	Veteran's Day
Election Day	Presidents' Day

If secretaries do work on these days, no "holiday time" will be paid, but additional compensatory time will be given in lieu of these legal holidays as follows:

1. two days off during February vacation
2. two days off during Spring vacation
3. one day of Christmas vacation will be in lieu of one legal holiday

D. Secretaries may request of the Superintendent approval to use vacation time during school recesses in December, February and/or April.

ARTICLE XXI SECRETARIAL TUITION REIMBURSEMENT

The Board of Education shall provide a fund not to exceed \$1200 annually to reimburse secretaries who successfully complete approved courses related to their job assignment pertinent to job performance and designed to increase and enhance job skills. Requests for reimbursement must be submitted to and receive the prior approval of the Superintendent and must be taken at times other than the established work day.

**ARTICLE XXII
SCHOOL AGE DEPENDENTS**

- A. Any employee employed as of November 1, 1977, may have his/her child/children (natural, adopted, or stepchild) attend the Rumson School District free of any tuition charges. Teachers and staff members previously employed by the District who left the District on maternity leave and are subsequently rehired are entitled to the same benefit.
- B. Any employee employed on or after November 1, 1977, may have his/her child/children (natural, adopted, or stepchild) attend the Rumson School District, but said employee shall be charged a tuition fee for each child as fixed by the Board to reflect one-half of the annualized, per capita expenditure.
- C. The tuition payment shall be due in two (2) equal installments: the first shall be due prior to the first day of school; the second shall be due prior to the first day of school in January next. Failure to meet these payment requirements shall result in the Superintendent's refusal to admit said student(s) to the Rumson School District until all tuition fees have been received by the District

**ARTICLE XXIII
AGENCY FEE**

Should an employee choose not to become a full dues paying member of the Rumson Education Association during any membership year (September 1 through August 31) which is covered by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year.

- 1. The Association shall on or before November 1, deliver to the Board a written statement containing the following:
 - a. A statement that the Association has determined the amount of representation fee in accordance with the formulated requirements of NJSA 34:13A-5.4.
 - b. A statement that the Association has established a "demand and return system" in accordance with the requirements of NJSA 34::13A-5.4.
 - c. A statement establishing the amount of yearly representation fee to be deducted from the salary of each non-member. Such representation fee shall not exceed eighty-five (85%) percent of the full dues amount.
 - d. A list of individuals covered under this contract, which have failed to arrange for and become members of the Association and a request that the representation fee of such non-member be deducted in accordance with the Agreement.

2. Beginning with the first full pay period in December, the Board will commence deductions from salaries of such individuals in accordance with the procedures used for deduction and transmission of regular membership dues to the Association.
3. In the event that said representative fee payer terminates or is terminated from employment, said employee shall be responsible for payment equal to each month of employment prior to termination. The Board will deduct the unpaid portion of the fees from the last paycheck paid to said employee during the membership year in question.

**ARTICLE XXIV
TRAVEL REIMBURSEMENT**

Reimbursement will be equal to the Standard Mileage Business Rate recognized by the Internal Revenue Service (IRS) at the time of travel.

**ARTICLE XXV
EXTENDED LEAVE OF ABSENCE**

A. Disability Leaves

1. An employee who anticipates a disability shall notify their immediate supervisor and concurrently the Superintendent in writing of the anticipated commencement of the disability as soon as the employee knows of it.
 - a. In case of pregnancy, the employee shall inform the supervisor concurrently the Superintendent of the anticipated delivery date.
 - b. No later than sixty (60) calendar days prior to the anticipated delivery date, the employee shall request a leave of absence while she is disabled, for which accumulated sick leave time may be utilized continuously for four (4) weeks prior to childbirth and four (4) weeks following childbirth. In the case of Caesarian delivery, the four (4) weeks following childbirth may be extended by a physician's certificate attesting to the disability and the employee may utilize accumulated sick leave during this period.
 - c. Maternity disability leaves will be unpaid after employees have exhausted or have elected not to utilize their accumulated sick leave during the period of maternity disability leave of absence.

B. Contractual Child Care/Family Leave

1. Any employee seeking a leave of absence for child care or family leave shall apply to the Board by specifying in writing the date on which the leave commences and the date on which the leave terminates.
2. The Board shall send a letter to the employee within one (1) week of that month's Board meeting stating the following:
 - a. whether the leave was approved or denied
 - b. dates of departure and return
 - c. specifications to the number of sick days to be used

If the request is denied, this must be stated in writing and with a reason.

3. The Board reserves the right to approve the commencement and termination date of anticipated leaves in order to preserve educational continuity. In the case of a teacher completing maternity disability leave, contractual child care leave shall become effective immediately upon the termination of the maternity disability leave. The first twelve (12) weeks of the contractual child care shall be with health benefits under the statutory leave (NJFLA).
4. An employee desiring an unpaid Child Care Leave for adoption shall apply no less than sixty (60) calendar days before the custody date of the child.
5. Contractual child care leave shall terminate at the end of the school year in which the leave was granted. Extensions of the leave are at the complete and sole discretion of the Board.
6. Upon the completion of the maternity disability leave or in the case of adoption, an employee who is eligible shall be placed on statutory leave (NJFLA) for the first twelve (12) weeks of the contractual child care leave. For employees who are eligible, these twelve (12) weeks shall be with health benefits. The balance of the contractual leave shall be without health benefits.
7. During the period of contractual child care leave without benefits, employees may continue benefits at their own expense in accordance with the rules of the insurance carrier.
8. To be eligible for a salary increment a teacher must actually work at least ninety days in the school year of which the leave commences or terminates.
9. An employee returning after an unpaid leave need not be given the same assignment as before but will accept any assignment for which he/she is certified.

10. All benefits to which an employee was entitled at the time of the commencement of the leave of absence, including unused accumulated sick leave, shall be restored upon return from the leave.
11. An employee shall not receive increment credits for time spent on leave nor shall such time count toward the fulfillment of this time requirement for acquiring tenure.

C. Other Leaves

1. Study, Travel, and Career Exploration: The Board of Education may grant an unpaid leave of absence for personal reasons for employees who fulfill the basic requirements. The Board reserves the right to specify the conditions under which Study, Travel, and Career Exploration leaves may be granted. No request will be disapproved arbitrarily, discriminatorily, or capriciously. The conditions upon which an unpaid Study, Travel, or Career leave will be granted are:
 - a. An employee requesting the leave must have at least three full years of service in the Rumson School District.
 - b. Benefits may be maintained through the District by the employee at his/her own expense in accordance with the rules of the insurance carrier.
 - c. An Unpaid Study, Travel, or Career leave will be granted only during a contractual period and in no case will go beyond June 30th in any given year.
 - d. An unpaid Study, Travel, or Career Exploration leave is to be for one school year, and may be extended to a maximum of two at the employee's request and the Board's discretion.
 - e. An employee returning after an unpaid leave need not be given the same assignment as before but will accept any assignment for which he/she is certified.
 - f. The employee will be eligible for a salary increment and credit toward educational grants but not seniority for the period of time that the employee is on leave for study, travel, or career exploration.

D. Extension and Renewals

1. All extensions or renewals shall be applied for in writing and, if approved by the Board, granted in writing.

IN WITNESS WHEREOF, each of the parties hereto has caused these presents to be executed by its duly authorized corporate officers and has caused its corporate seal to be hereunto affixed to the aforesaid Agreement this _____ day of _____, 2005.

**BOARD OF EDUCATION
OF RUMSON**

RUMSON EDUCATION ASSOCIATION, INC.

By: _____
President

By: _____
President

ATTEST:

By: _____
Board Secretary

By: _____
Vice President
REA / Negotiations Chair

By: _____
REA Secretary

