

Agreement Between
The RUMSON BOARD OF EDUCATION
and
The RUMSON EDUCATION ASSOCIATION
For the Fiscal Years
Commencing July 1, 2015
and
Commencing July 1, 2016
and
Commencing July 1, 2017

THIS AGREEMENT is entered into this 1st day of JULY, 2015 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 in this Agreement.

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PREAMBLE

All aspects of this contract shall be in effect through the 2015-2018 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, 2017.

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, Supervisor, 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.
- D. The Association President(s) and one Association representative per building will be excluded from assigned duties in order to handle Association business.

**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 party 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. Effective July 1, 2011, the prescription co-pay shall be \$20.00 Brand name, \$10.00 Generic and \$0.00 Mail order. Effective July 1, 2011, the Board shall cease all reimbursement to employees for prescription co-pays.

C. Waiver of Health Benefits:

1. Effective July 1, 2010 all employees enrolled in the Traditional Indemnity Plan will be enrolled in the Preferred Provider Organization as administered by Horizon Blue Cross/Blue Shield.

Employees shall make an annual contribution to the cost of health insurance as follows:

	2010-2011	2011-2012
Single	\$150.77	\$376.86
Employee/Spouse	\$328.77	\$821.92
Family	\$384.30	\$960.74
Parent/Child	\$219.93	\$549.82

The employee contribution provision expires on June 30, 2012.

2. 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 insurance plans listed below:

- a. Individual coverage
- b. Parent and Child
- c. Husband and Wife
- d. Family

3. 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 four (4) days may be granted by the Superintendent in any year. All personal days shall be no reason days.
- B. Requests for personal days shall be given in writing to the Superintendent at least three (3) days prior to the request date, 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. Leave for personal matters may not be taken on the last workday before, or the first workday following a holiday, a school vacation or recess or attached to the first or last day of school, except for the purpose of religious observances, except where absence by the employee is certified by a physician. Such days may be approved by the Superintendent upon request. Unused personal days convert to sick days.
- C. Personal days are limited to four (4) 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 1/200th's 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: .4 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. Certificated professional employees will receive eleven (11) sick days annually. Secretaries will receive 13 sick days annually. 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. For current employees

who do not attain tenure by September 15, 2010, the sick leave reimbursement is capped at \$25,000. Employees hired on or after 7/1/10 the sick leave reimbursement is capped at \$15,000. All monies shall be deposited into the employee's 403B account, payable over three (3) years. Deposit 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: 1.1 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.
- E. Pursuant to N.J.S.A. 18A:6-8.5:
 - 1. The institution shall be a duly authorized institution of higher education as defined in section 3 of P.L.1986, c. 87 (C.18A:3-15.3);
 - 2. The employee shall obtain approval from the Superintendent of Schools prior to enrollment in any course for which tuition assistance is sought. In the event that the superintendent denies the approval, the employee may appeal the denial to the board of education.

It should be noted that N.J.S.A. 18A:3-15.3 defines an institution of higher education as "an in-State institution licensed by the Commissioner on Higher Education or an out-of-State institution licensed by the appropriate state agency and regionally accredited or seeking accreditation by the appropriate accrediting body recognized by the Council on Postsecondary Education of the United States Department of Education."

**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 (20) 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**

2015-2016

Step	BA	BA+30	MA	BA+60*	MA+30	MA+60
1-2	48,295	52,295	54,045		57,245	58,845
3	48,595	52,595	54,345		57,545	59,145
4	48,995	52,995	54,745		57,945	59,545
5	50,095	54,095	55,845		59,045	60,645
6	50,795	54,795	56,545		59,745	61,345
7-8	51,295	55,295	57,045		60,245	61,845
9-10	51,595	55,595	57,345		60,545	62,145
11	53,320	57,320	59,070		62,270	63,870
12	55,420	59,420	61,170		64,370	65,970
13	57,620	61,620	63,370		66,570	68,170
14	59,920	63,920	65,670		68,870	70,470
15	62,520	66,520	68,270		71,470	73,070
16	65,120	69,120	70,870		74,070	75,670
17	67,720	71,720	73,470		76,670	78,270
18	70,320	74,320	76,070		79,270	80,870
19	72,920	76,920	78,670		81,870	83,470
20	75,520	79,520	81,270		84,470	86,070
21	78,220	82,220	83,970		87,170	88,770
22	80,920	84,920	86,670		89,870	91,470
23	83,720	87,720	89,470	90,270	92,670	94,270

* See Article XII, paragraph I

** The Board and Association acknowledge that due to the agreed-upon salary guides for the 2015-2016 school year, certain teachers on Board approved leave during the 2014-2015 school year would receive less in base salary in 2015-2016 than in 2014-2015 if placed on the agreed-upon step. Therefore, any such affected employee shall continue to receive his or her 2014-2015 base salary, and be considered "off-guide", until such time as said teacher's 2014-2015 base salary is less than the agreed-upon salary guide step set forth herein. At such time, the teacher shall be placed on his/her appropriate step by the Board.

4/25/16



2016-2017

Step	BA	BA+30	MA	BA+60*	MA+30	MA+60
1	48,320	52,320	54,070		57,270	58,870
2-3	48,620	52,620	54,370		57,570	59,170
4	49,020	53,020	54,770		57,970	59,570
5	50,220	54,220	55,970		59,170	60,770
6	50,820	54,820	56,570		59,770	61,370
7	51,320	55,320	57,070		60,270	61,870
8-9	51,820	55,820	57,570		60,770	62,370
10-11	53,720	57,720	59,470		62,670	64,270
12	55,720	59,720	61,470		64,670	66,270
13	57,820	61,820	63,570		66,770	68,370
14	60,120	64,120	65,870		69,070	70,670
15	62,620	66,620	68,370		71,570	73,170
16	65,220	69,220	70,970		74,170	75,770
17	67,820	71,820	73,570		76,770	78,370
18	70,420	74,420	76,170		79,370	80,970
19	73,020	77,020	78,770		81,970	83,570
20	75,620	79,620	81,370		84,570	86,170
21	78,245	82,245	83,995		87,195	88,795
22	80,945	84,945	86,695		89,895	91,495
23	84,045	88,045	89,795	90,595	92,995	94,595

* See Article XII, paragraph I

** The Board and Association acknowledge that due to the agreed-upon salary guides for the 2015-2016 school year, certain teachers on Board approved leave during the 2014-2015 school year would receive less in base salary in 2015-2016 than in 2014-2015 if placed on the agreed-upon step. Therefore, any such affected employee shall continue to receive his or her 2014-2015 base salary, and be considered "off-guide", until such time as said teacher's 2014-2015 base salary is less than the agreed-upon salary guide step set forth herein. At such time, the teacher shall be placed on his/her appropriate step by the Board.

mc *(we)*
4/25/16

2017-2018

Step	BA	BA+30	MA	BA+60*	MA+30	MA+60
1-2	48,650	52,650	54,400		57,600	59,200
3-4	49,050	53,050	54,800		58,000	59,600
5	50,250	54,250	56,000		59,200	60,800
6	50,850	54,850	56,600		59,800	61,400
7	51,350	55,350	57,100		60,300	61,900
8	51,850	55,850	57,600		60,800	62,400
9-10	53,750	57,750	59,500		62,700	64,300
11-12	55,750	59,750	61,500		64,700	66,300
13	57,910	61,910	63,660		66,860	68,460
14	60,210	64,210	65,960		69,160	70,760
15	62,710	66,710	68,460		71,660	73,260
16	65,310	69,310	71,060		74,260	75,860
17	67,910	71,910	73,660		76,860	78,460
18	70,510	74,510	76,260		79,460	81,060
19	73,110	77,110	78,860		82,060	83,660
20	75,710	79,710	81,460		84,660	86,260
21	78,310	82,310	84,060		87,260	88,860
22	81,110	85,110	86,860		90,060	91,660
23	84,360	88,360	90,110	90,910	93,310	94,910

* See Article XII, paragraph I

** The Board and Association acknowledge that due to the agreed-upon salary guides for the 2015-2016 school year, certain teachers on Board approved leave during the 2014-2015 school year would receive less in base salary in 2015-2016 than in 2014-2015 if placed on the agreed-upon step. Therefore, any such affected employee shall continue to receive his or her 2014-2015 base salary, and be considered "off-guide", until such time as said teacher's 2014-2015 base salary is less than the agreed-upon salary guide step set forth herein. At such time, the teacher shall be placed on his/her appropriate step by the Board.

[Handwritten signature]
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 4/25/16

Guide Movement Chart

(Read across to find your placement on the next year's guide.)

**BASE YEAR
2014-2015**

**YEAR ONE
2015-2016**

**YEAR TWO
2016-2017**

**YEAR THREE
2017-2018**

1→	1-2→	1→	1-2
2→	3→	2-3→	3-4
3→	4→	4→	5
4→	5→	5→	6
5→	6→	6→	7
6-7→	7-8→	7→	8
8-9→	9-10→	8-9→	9-10
10→	11→	10-11→	11-12
11→	12→	12→	13
12→	13→	13→	14
13→	14→	14→	15
14→	15→	15→	16
15→	16→	16→	17
16→	17→	17→	18
17→	18→	18→	19
18→	19→	19→	20
19→	20→	20→	21
20→	21→	21→	22
	22→	22→	23
	23→	23→	23
21→		23→	23

ARTICLE XII
TEACHERS' 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 2015-2016 salary guide replaces the 2014-2015 salary guide commencing July 1, 2015. The 2016-2017 salary guide replaces the 2015-2016 salary guide commencing on July 1, 2016. The 2017-2018 salary guide replaces the 2016-2017 salary guide commencing on July 1, 2017.
- 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 paydays.

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

- A. The in-school work year for teachers shall consist of a maximum of 180 pupil contact days plus three (3) professional days with at least one (1) professional day before the 1st student 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 p.m. to 9:00 p.m.
- G. The time period from 3:05 p.m. 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 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 8:25 a.m. to 3:15 p.m. Twice per month on Wednesdays, the time from 8:25 a.m. to 8:40 a.m. shall be available for administrator directed activities.
 2. Student Day shall be from 8:30 a.m. to 3:05 p.m.
 3. Homeroom shall be from 8:30 a.m. to 8:37 a.m.
- H. Teachers who are assigned by the administration to cover a class and, as a result, have no preparation period, will be compensated at the extra-curricular rate named in this Agreement.
- I. Professional staff members supervising overnight student activities shall be reimbursed \$109.94 per night.
- 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. Teachers shall have one (1) duty free preparation period per day. Conferences held during these periods shall be arranged by mutual agreement. Said agreement shall not be arbitrarily withheld.
- M. Meetings
1. Employees shall be required to remain after the end of the regular work day, without additional compensation to attend two Monday meetings per month. The schedule of the meetings will be provided on the first day for teachers.
 2. The meetings shall begin no later than ten (10) minutes after the student dismissal time and shall run for no more than one (1) hour, except in cases of emergencies involving the health and safety of students and staff.
 3. An Association representative shall have the option to conduct Association meetings at the conclusion of such meetings.
 4. 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.

5. 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 four (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.
- O. Twice a year, Certified Professionals may request a half-day of release time to perform professional non-instructional activities with the approval of the Superintendent, or designee. This time will be spent in school on IEP writing, Data Analysis, Long Term Unit planning or the like. Certified Professionals shall file a request for the day with the Superintendent, and/or designee, no less than four (4) days prior to the proposed date. Permission will be granted based on the availability of substitutes.
- P. Certified Professionals, Secretaries, and Aides shall be granted a maximum of two (2) paid family illness days, with the approval of the Superintendent. Family members include but are not limited to spouses, children, step-children, parents or other members who reside in the immediate household. Family illness days will not be deducted from the employee's personal or sick days. This leave is non-cumulative.

Request for family illness leave shall be filed in writing with the Superintendent, through the building principal, at least (2) days in advance of the completed absence, except in the case of an emergency. The employee shall provide the reason for the request and the relationship to the ill family member. In the event of an emergency, the employee shall file the written request within three (3) days of his/her return to work.

- Q. Employees will have up to five (5) days per occurrence for immediate family bereavement. Immediate family includes spouses, parents, siblings, children, son-in-law, daughter-in-law, mother-in-law, father-in-law, grandparent, grandchild, or other members of the immediate household. The bereavement days will not be deducted from the employee's personal or sick days. This leave is non-cumulative. Employees will have up to three (3) days per year for other relatives not defined by immediate family.

**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 = \$50.33 for the 2015-2016, 2016-2017, and 2017-2018 school years.

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**

	<u>2015-2018</u>
A. Team Leader.....	\$1,577
B. Coordinator of Competitive Sports.....	\$4,612
C. Stokes Coordinator.....	\$2,535
D. Non-student Contact Rate.....	\$35

**ARTICLE XVIII
SECRETARIAL SALARY GUIDE**

2015-2016

Years of Experience	<u>Step</u>		<u>10%</u>	<u>6.25%</u>
1-3 years	A	41,007	45,037	43,525
4-6 years	B	42,107	46,247	44,694
7-9 years	C	43,207	47,457	45,863
10-12 years	D	44,307	48,667	47,032
13-15 years	E	45,407	49,877	48,200
16-18 years	F	46,507	51,087	49,369
19-21 years	G	47,607	52,297	50,538
22-25 years	H	48,707	53,507	51,707

2016-2017

Years of Experience	<u>Step</u>		<u>10%</u>	<u>6.25%</u>
1-3 years	A	41,762	45,791	44,280
4-6 years	B	42,862	47,001	45,449
7-9 years	C	43,962	48,211	46,618
10-12 years	D	45,062	49,421	47,787
13-15 years	E	46,162	50,631	48,955
16-18 years	F	47,262	51,841	50,124
19-21 years	G	48,362	53,051	51,293
22-25 years	H	49,462	54,261	52,462

2017-2018

Years of Experience	<u>Step</u>		<u>10%</u>	<u>6.25%</u>
1-3 years	A	42,055	46,085	44,574
4-6 years	B	43,155	47,295	45,743
7-9 years	C	44,255	48,505	46,911
10-12 years	D	45,355	49,715	48,080
13-15 years	E	46,455	50,925	49,249
16-18 years	F	47,555	52,135	50,418
19-21 years	G	48,655	53,345	51,586
22-25 years	H	49,755	54,555	52,755

**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:

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 had 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 the 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 and 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 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. specification as 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 dates of anticipated leaves in order to preserve educational continuity. In the case of an employee 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 leave 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 an 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 child care leave shall be without health benefits.
7. During the period of contractual 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 an employee must work at least ninety (90) 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 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

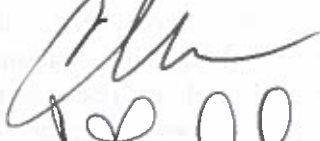
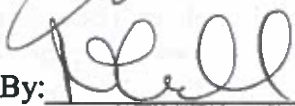
1. All extensions or renewals shall be applied for in writing and, if approved by the Board, granted in writing.

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 on this 27 day of April, 2016.

**BOARD OF EDUCATION
OF RUMSON**


By: 
President

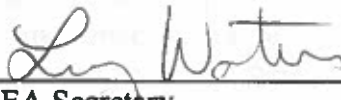
RUMSON EDUCATION ASSOCIATION, INC.


By: 
President

ATTEST:

By: 
Board Secretary

By: 
Vice-President
REA/Negotiations Chair

By: 
REA Secretary