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AGREEMENT BETWEEN  
RUMSON BOARD OF EDUCATION  
AND  
RUMSON EDUCATION ASSOCIATION  
FOR THE  
FISCAL YEAR  
COMMENCING JULY 1, 1976

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Agreement Between  
The RUMSON BOARD OF EDUCATION  
and  
The RUMSON EDUCATION ASSOCIATION  
For The Fiscal Year  
Commencing July 1, 1976

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_,  
197 , by and between THE BOARD OF EDUCATION OF THE RUMSON  
SCHOOLS (hereinafter called "Board") and THE RUMSON EDUCATION  
ASSOCIATION (hereinafter called "R. E. A. ").

WITNESSETH, that

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

ARTICLE I

TERMS

In this contract, certain terms are used frequently, and need definition.

Administration refers to that collective body comprised of the school superintendent and the building principals.

Increments are increases in pay for teachers and secretaries due to seniority (adjustment) or to renegotiated pay scales (employment).

ARTICLE II

1976-77 TEACHER'S SALARY GUIDE

It is hereby agreed by the Board and the R. E. A. that the following Salary Guide with terms and conditions related therein shall be in effect for the 1976-77 school year:

1976-77 TEACHER'S SALARY GUIDE

<u>Years Of Teaching Experience</u>	<u>B</u>	<u>B+30</u>	<u>M</u>	<u>B+60</u>	<u>M+30</u>
1	9,000	9,200	9,500	9,700	10,000
2	9,500	9,600	9,900	10,100	10,400
3	9,800	9,900	10,200	10,400	10,800
4	10,300	10,700	11,000	11,200	11,500
5	11,300	11,800	12,100	12,300	12,400
6	11,700	12,500	12,800	13,000	13,400
7	12,300	13,000	13,300	13,500	14,700
8	13,100	13,700	14,000	14,200	15,800
9	13,800	14,250	14,550	14,800	16,800
10	14,300	15,200	15,500	15,700	17,700
11	14,900	16,100	16,500	16,700	18,600
12	15,500	16,900	17,200	17,400	19,300
13	16,000	17,800	18,100	18,300	19,900
14	17,200	18,500	18,800	19,000	20,300
15	17,500	19,600	19,900	20,200	21,200

Those teachers who were on the super max scale during the school year 1975-76 will be entitled to \$900.00 increase.

All successful public school service shall be creditable for steps 1-15. However, previous private school service shall be given a credit solely at the discretion of the Board of Education upon the recommendation of the Superintendent of Schools. Up to four years of military service shall be creditable.

Teachers appointed prior to the 1961-62 school years, and who theretofore held a bachelor's degree plus 30 additional semester hour credits shall be accorded the pay and rank of a teacher having a master's degree.

Teachers may progress to any pay scale shown above provided that earned credits are substantiated by official transcripts.

This 1976-77 Salary Guide replaces the 1975-76 Guide. The said 1975-76 Guide is hereby repealed.

The Board of Education 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, provided that at least ten (10) days in advance of any such proposed action the teacher or secretary staff member is given written notice of the Board's proposed action and the reason for said proposed action. Further, the teacher or secretary staff member, prior to the Board's vote, shall have the right to address the Board on his own behalf.

Funds withheld from such staff members will be earmarked for summer curriculum development or educational grants, at the discretion of the Board.

### ARTICLE III

#### TEACHER'S SALARY GUIDE ADVANCEMENT

Teachers will be paid retroactively to the date on which they have received an advance degree or the additional required credits (30 or 60) beyond their bachelor's or master's degree. Upon the receipt of an official transcript from the college or university attended, the appropriate recommendation for advancement on the salary guide will be made at the next Board meeting. Such advancement will not be made for credits or degrees received in May of any year until the beginning of the next school year.

### ARTICLE IV

#### EXTRACURRICULAR ACTIVITIES AND SALARY GUIDELINES

The Board of Education believes that a well-rounded education consists of academic and extracurricular activities. Within funding constraints, the Board should endeavor to support as many extracurricular activities spread throughout the year as possible. Priority will be given to those activities which involve the greatest numbers of students enrolled and those believed to foster school spirit. Program planning should focus on individual student success and happiness to attract as many students as possible to each activity unconstrained by facilities or organization rulings. For those that are so

constrained, their inclusion in the extracurricular program should be based on providing demonstrated school spirit. School spirit may be observed through enthusiastic involvement of students who may not be active participants in a given activity.

The salary guide for extracurricular programs is established to encourage teachers to provide activities and to promote interest in their activities by: (1) attracting student participants by the way in which the activity is carried out; (2) gaining experience in a specific activity; and (3) providing rewarding experiences for children that compliment varied program objectives. The administration, with input from the extracurricular coordinator and activity supervisors, shall ensure that a sufficient number of supervisors are present for safety and instructional purposes.

To the degree possible, appointments for the new school year will be approved by the Board of Education not less than one month prior to the commencement of a particular activity. These appointments will be recommended by the administration and the extracurricular coordinator for a period of one year. No tenure status is acquired with such appointments. All available supervisory positions will be advertised to the teaching staff for a period of at least ten (10) days before appointments are made.

Pay periods for activity personnel will be planned for 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 the administration determines a program has not met its objectives, through the administration's or the coordinator's evaluations and observations, and the program under the supervisor is not deemed effective, a reevaluation 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 or the coordinator.

Nothing in this Agreement shall be construed as a waiver of any power of the Board to require services or duties without additional compensation therefor.

The salary formulas, to be determined by the administration, are computed calculating the total student contact hours allocated for each activity and multiplying by \$7.50 per hour. Once the figure is determined, it will be rounded to the nearest \$25.00 per supervisor.

Example: Soccer

$$4 \text{ days/week} \times 8 \text{ weeks} \times 1\text{-}1/2 \text{ hours/day} \times \$7.50/\text{hour} = \underline{\underline{\$360.00}}$$

If two supervisors are required, each supervisor would receive \$350.00 for a total of \$700.00.

Conditions in 1976-77 school year may alter the activities pursued in 1975-76 school year, and may affect all elements in the formula except the \$7.50 per hour remuneration rate.

## ARTICLE V

### EXTRACURRICULAR COORDINATOR

For those activities approved by the Board of Education, the extracurricular coordinator is responsible for ensuring challenging and realistic objectives are formalized and met. To those ends, he shall coordinate the necessary administrative functions required to achieve these objectives, and monitor the performance of individual supervisors over a long enough period to fairly evaluate performance.

The position of extracurricular coordinator will not acquire tenure status. The salary for this position will be \$1,000 per school year.

The extracurricular coordinator may be terminated and/or replaced by a substitute if the Board finds it to be in the best interest of the district.

## ARTICLE VI

### TUITION REIMBURSEMENT

On recommendation of the Principal and upon approval of the Superintendent, the Board shall reimburse professional teaching staff members' tuition costs for further study up to a maximum of \$210.00 in any fiscal year, July 1 - June 30.

## ARTICLE VII

### EDUCATIONAL GRANTS

A teacher employed by the Rumson Board of Education is eligible for an educational grant during a two-month summer sabbatical after completing seven or more consecutive years of service in the Rumson School District.



Requests for sabbaticals during the summer of 1976 shall be submitted to the Board/Staff/Administrative Council prior to March 15, 1976. The Council will make its recommendation to the full Board for approval or disapproval based on the following criterion:

1. At most, two two-month summer sabbaticals will be granted for the summer of 1976; the total stipend for each sabbatical will be \$1,500.00.
2. The candidate must submit a plan of study consisting of at least nine graduate credits in an area approved by the Superintendent. The course must be relevant to the high-priority areas of curriculum, as determined by the Superintendent.

The stipend will be paid in monthly installments when the following conditions are met:

1. The Superintendent certifies that the candidate has successfully completed the plan of study. The stipend will not be paid for less than satisfactory performance.
2. The candidate signs a sabbatical contract agreeing to serve one additional school year in the Rumson School District immediately following his return from summer sabbatical.

If fewer than two candidates successfully complete a sabbatical during the summer of 1976, the difference between \$3,000.00 and the actual sabbatical expenditures will be retained and made available for sabbaticals during the summer of 1977. If the teacher fails to complete the plan of study or fails to teach in the district for one complete school year immediately following his sabbatical, said teacher shall on or before June 30, 1977, refund to the Board all stipends received hereunder by said teacher.

## ARTICLE VIII

### DEFERRED COMPENSATION

Each teacher who has attained the age of fifty-five and in addition thereto has completed twenty-five years' teaching service, the last ten of which were in this district, and who elects to retire during the period April 2, 1977 to June 30, 1977, by giving the Board secretary written

notice during said period of said election, and who does in fact retire during said period shall receive deferred compensation in a total amount equal to two (2) times the salary earned by said teacher during said teacher's last full school year of employment by the Board.

Payment of this deferred compensation shall be payable monthly, the amount of each monthly payment to be determined as follows:

1. In the event the teacher at the date of said teacher's retirement has attained the age of sixty-one, the deferred compensation will be payable in forty-eight equal monthly installments; or
2. In the event the teacher at the date of said teacher's retirement has not attained the age of sixty-one, the monthly installment payment shall be in an amount arrived at by dividing the deferred compensation by the total number of months between the teacher's age at retirement and the number of months therefrom until the teacher attains age sixty-five.

## ARTICLE IX

### 1976-77 SECRETARIAL SALARY GUIDE

It is hereby agreed by the Board and the R. E. A. that the following Salary Guide with terms and conditions related therein shall be in effect for the 1976-77 school year:

<u>Years Of Secretarial Experience</u>	<u>Secretary I*</u>	<u>Secretary II**</u>
1	\$5,600	\$5,000
2	5,900	5,300
3	6,200	5,600
4	6,700	6,100
5	7,200	6,600
6	7,700	7,100
7	8,000	7,400
8	8,300	7,700
9	8,600	8,000
10	9,200	8,500

In addition to the above scales, \$500 annual salary will be paid for each additional 5 years experience over and above the 10th step.

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\* - Secretary I shall include the following secretaries:

- (1) Principal of Forrestdale School
- (2) Principal of Deane-Porter School

\*\* - Secretary II shall include the following secretaries:

- (1) The Second Secretary in the Forrestdale School office
- (2) The Special Services Secretary
- (3) The IMC Secretary
- (4) IMC Secretary - AV Clerk.

Placement on the guide is based on Rumson School District experience. Additional experience may be counted at the discretion of the administration.

The guide is based on a twelve-month year, an eight-hour work day when school is in session, and a seven-hour day when school is not in session, including a standard lunch period. Specific hours in a standard day and lunch period are to be determined and scheduled by the administration. Whenever there may be a shortened school day before a holiday, all employees shall be required to work up to one hour beyond the time that students are dismissed unless determined otherwise by the administration.

Overtime will be paid at the rate of one and one half times the affected person's normal hourly rate. Overtime is defined as that work performed before or after a standard day.

The Board of Education 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, provided that at least ten (10) days in advance of any such proposed action the teacher or secretary staff member is given written notice of the Board's proposed action and the reason for said proposed action. Further, the teacher or secretary staff member, prior to the Board's vote, shall have the right to address the Board on his own behalf.

Funds withheld from such staff members will be earmarked for summer curriculum development or educational grants, at the discretion of the Board.

ARTICLE X

SPECIAL SECRETARIAL DUTIES

Special secretarial duties that are assigned by the administration for extra pay will be performed outside regular work hours, and will not be counted toward overtime. Payment for such duties will be made in separate pay checks at the conclusion of each semester. Currently authorized special secretarial duties are as follows:

<u>Duty</u>	<u>Payment per Year</u>
Calling substitutes	\$1,000

ARTICLE XI

SECRETARIAL VACATIONS

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

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

- ¶ First weekday immediately following the close of school in June
- ¶ Christmas Day
- ¶ Day before Christmas

¶ Additional planned school holidays (e. g., Christmas, Winter, and Spring) scheduled at the discretion of the administration; work on legal holidays during school holidays will be paid at the overtime rate. These legal holidays are:

- New Year's Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving.

## ARTICLE XII

### FRINGE BENEFITS

The Board of Education will pay for Blue Cross, Blue Shield, Rider J, and Major Medical insurance for each eligible teacher and secretary, and the cost of such insurance for dependents of each eligible teacher and secretary.

## ARTICLE XIII

### PERSONAL DAYS

Personal days are days to be used for such personal business that cannot be conducted at another time and which is necessary for the health and welfare of oneself or one's family.

One day each year may be granted without a stated reason. This day shall not precede or follow a school holiday or vacation period.

The Superintendent shall have authority at his discretion to grant up to five days leave at any one given time provided that the reason for the leave is included with the request. Requests shall be channeled through the principals who have authority to grant up to two days at any given time provided the reason for the leave is provided with the request.

Personal leave days are limited to five per year and are non-cumulative. However, the Board at its sole discretion may under exceptional circumstances grant additional leave days.

#### ARTICLE XIV

#### SCHOOL CALENDAR

Because this district has a philosophy of maximum quality education, the state required minimum number of teaching days is not automatically the length of the school year. The school calendar shall have a minimum of 183 days. If the days beyond the state minimum of 180 days are not utilized for emergency closings, they shall be used as teaching days in accordance with our philosophy.

The Board of Education, through the BSAC, will welcome input from teachers regarding the school calendar, prior to March 15, for the coming school year. However, the final decision as to the length of the school calendar as well as the particular holidays and early closings is recognized to be the Board's prerogative.

#### ARTICLE XV

#### BOARD-STAFF-ADMINISTRATIVE COUNCIL

##### A. STRUCTURE

1. The Council shall be composed of three members of the Board of Education appointed by the President, seven members of the teaching staff (three from Forrestdale, three from Deane-Porter, and one from special services staff) appointed by the Rumson Education Association, and three administrators.
2. A quorum shall consist of two Board members, five staff members (two of whom shall be from Deane-Porter), and two administrators.

3. A clear two-thirds majority vote of participants shall be needed to carry a motion.

## B. PURPOSE

The purpose of the Council is to discuss common problems or problems peculiar to segments comprising the Council. Through a dialog between the groups it is intended:

1. That lines of communication be kept open
2. Relationships improved
3. Problems identified and solutions sought.

## C. PROCEDURES

1. The Council shall be formed annually in September and shall convene at a mutually convenient time at the request of any one of the three segments comprising the Council or by mutual agreement.
2. The Council shall select a Chair person and a Recording Secretary for the academic year. The Secretary shall render a brief written statement of its discussions and conclusions prior to the adjournment of the meeting. The report will be sent to the faculty, administration, and members of the Board of Education.
3. The agenda for the meetings shall be the joint responsibility of a representative from the Board, staff, and administration; or appointees thus named.
4. The first agenda item of each meeting will be clarify the agenda for that particular meeting.

## ARTICLE XVI

### GRIEVANCE PROCEDURE

The Board and the R. E. A. hereby agree to the following procedures for discussion and resolution of a grievance, here defined as: An appeal based upon the belief that a wrong has been suffered by an employee or group of employees through unfair or inequitable treatment or through interpretation or application of the Board's policies or as a result of administrative decision, or through failure to comply with the provisions of this Agreement. However, the term "grievance" and related procedure set forth below shall not apply to the following matters:

- (a) A complaint of a non-tenure member of the R. E. A. or teacher which arises by reason of his not being re-employed.
- (b) A complaint of a non-tenure member of the R. E. A. or teacher which arises by reason of the termination of his contract or his dismissal.

#### A. DEFINITIONS

1. An "aggrieved person" is the person or persons making the appeal.
2. A "party in interest" is the person or persons making the appeal and any person who might be required to take action or against whom action might be taken, in order to resolve the appeal.

#### B. PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.



### C. PROCEDURE

1. Since it is important that grievances be processed as rapidly as possible, 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.
2. The aggrieved person must initiate the grievance procedure within 45 days of the event or circumstance which caused the grievance.
3. Level One

A teacher with a grievance shall first discuss it with his principal or immediate superior, either directly or, at the teacher's initiative, through the R. E. A. 's designated representative with the objective of resolving the matter informally.
4. Level Two

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, he may file the grievance in writing with the R. E. A. within five (5) school days after the decision at Level One, or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Chairman of the Professional Rights and Responsibilities Committee shall refer it to the Superintendent of Schools.
5. Level Three

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, he may, within five (5) school days after a decision by the Superintendent, or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, request in writing that the R. E. A. submit his grievance to the Board of Education for final resolution.

#### D. RIGHTS OF TEACHERS TO REPRESENTATION

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by the representatives selected or approved by the R.E.A., the R.E.A. shall have the right to be present and to state its views at all stages of the grievance procedure.

#### E. MISCELLANEOUS

1. If, in the judgment of the R.E.A., a grievance affects a group or class of teachers, the R.E.A. may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commended at Level Two.
2. Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefor and shall be transmitted promptly to all parties in interest and to the R.E.A.
3. All documents, communications and records dealing with processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the R.E.A. and given appropriate distribution so as to facilitate operation of the grievance procedure.
5. All meetings and hearings under this procedure are confidential in nature and shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.
6. No teacher shall have the right to refuse to follow an administrative directive or Board policy upon the grounds that he has instituted a grievance, and all teachers, including the aggrieved teacher, shall continue to comply with directives or Board policies as requested by the Superintendent and/or Administrators regardless of the tendency of any grievance until said grievance is properly and finally determined.

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                    day of                    1975.

BOARD OF EDUCATION OF RUMSON

BY: \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Board Secretary

RUMSON EDUCATION ASSOCIATION, INC.

BY: \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Association Secretary