

**AGREEMENT BETWEEN**

**RUMSON FAIR HAVEN REGIONAL BOARD OF EDUCATION  
AND  
RUMSON-FAIR HAVEN REGIONAL  
SCHOOL EMPLOYEES ASSOCIATION**

**EFFECTIVE DATE: July 1, 2025  
TERMINATION DATE: June 30, 2028**

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## **PREAMBLE**

This contract, made and entered into on the 1st day of July, 2025, by and between the RUMSON-FAIR HAVEN REGIONAL BOARD OF EDUCATION, Hereinafter called the "Board," and the RUMSON FAIR-HAVEN REGIONAL SCHOOL EMPLOYEES ASSOCIATION, hereinafter called the "Association," represents the complete and final understanding on all bargainable issues between the Board and the Association during the lifetime of the Agreement.

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

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

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

### **Article 1. Recognition**

#### **1:1**

- (a) Certified Classroom Teachers: Full-Time and part-time Guidance Counselors, Librarian, School Nurse, Psychologist, Learning Disabilities Teacher Consultant, Student Assistance Counselor, Social Worker, Speech Therapist, Transition Coordinator, BCBA, and Athletic Trainer. The above will be referenced as "teachers" throughout the contract, where applicable.
- (b) Secretaries (except the administrative assistant to the Chief School Administrator, administrative assistant to the School Business Administrator/Board Secretary, and the secretary to the business office).
- (c) Paraprofessionals.
- (d) Maintenance workers.

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

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

## **Article 2. Successor Agreement: Interpretation of Within Agreement**

**2:1** The parties agree to enter into collective negotiations with respect to a successor Agreement in accordance with Chapter 123 Public Law 1974 in a good-faith effort to reach agreement on matters concerning the terms and conditions of employment of those in the bargaining unit. Such negotiations shall begin no later than December 15, 2027 for a successor Agreement. The Association and the Board shall furnish to each other at the first meeting all of their proposals in written form, subject to such changes in the law as shall occur during negotiations.

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

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

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

### **Article 3. Grievance and Arbitration Procedure**

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

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

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

### **3:4 Responsibilities During Grievance Procedure**

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

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

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

### **3:5 Grievance Procedure**

**3:5.1 PRIOR TO LEVEL ONE:** The grievant and/or the grievant's representative shall have an informal discussion with the appropriate Administrator for the purpose of resolving the grievance. Discussion shall be a mandatory prerequisite to the formal grievance procedure.

**3:5.2 LEVEL ONE:** If, as the result of any informal discussions, the matter is not resolved to the satisfaction of the grievant, the grievant shall set forth the grievance in writing to his principal or such person as shall be designated by the Chief School Administrator specifying the nature of the grievance and the resolution sought. A hearing is desirable and may be requested by either party. The immediate superior or such other person as shall be designated by the Chief School Administrator shall communicate his decision in writing to the grievant within five (5) school days of receipt of the written grievance.

**3:5.3 LEVEL TWO:** The grievant, no later than five (5) school days after receipt of the decision, may appeal the decision to the Chief School Administrator. The appeal to the Chief School Administrator must be made in writing, reciting the matter submitted to the grievant's

immediate superior with the decision previously rendered. The Chief School Administrator shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days. A hearing is desirable and may be requested by either party. The Chief School Administrator shall communicate his decision in writing to the grievant and the immediate superior.

**3:5.4 LEVEL THREE:** If the grievance is not resolved to the grievant's satisfaction, the grievant, no later than five (5) school days after receipt of the Chief School Administrator's decision may request a review by the Board. The request shall be submitted in writing through the Chief School Administrator who shall attach all related papers and forward the request to the Board within five (5) school days after the receipt by the Chief School Administrator of such request. The Board, or a committee thereof; shall review the grievance and shall hold a hearing with the grievant at the request of either party. The Board shall render a decision in writing within thirty (30) calendar days of the receipt of the grievance.

#### **3:6 LEVEL FOUR: Arbitration Procedure**

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

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

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

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

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

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

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

agreement between the parties or any policy of the Board. The decision of the arbitrator shall be final and binding upon the parties.

### **3:7 Cost of Arbitration**

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

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

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

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

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

### **Article 4. No-Strike Clause**

**4:1** Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year, and the avoidance of disputes which threaten to interfere with such operation. Since the parties are establishing a comprehensive

grievance procedure under which unresolved disputes may be settled, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees, during the period of this Agreement, that it will not, nor will any person acting on its behalf cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment) for any purpose whatsoever.

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

4:3 Any strike is a breach of contract and permits the Board to discipline employees taking part in that breach of contract. unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing, the right:

#### **Article 5. Retention of Board Rights – “Management Rights”**

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

- (a) to exercise executive management and administration control of the school system and its properties and facilities, and the activities of its employees.
- (b) to hire all employees and subject to the provisions of the law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotions; and to promote, and transfer all such employees;

(c) to establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.

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

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

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

**5:4** If any provision of the Agreement or any application of this Agreement to any employee or groups of employees is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

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

**5:6** It is understood that, under the rulings of the courts of New Jersey and the State Commissioner of Education, the Board is forbidden to waive any rights or powers granted it by law. Anything to the contrary notwithstanding, nothing contained in any section, paragraph or subsection of this

Agreement shall be interpreted in any manner or be so construed as to indicate that the Board has waived rights which are expressly required by the courts to be retained by the Board.

#### **Article 6. Pledge of Non-Discrimination**

**6:1** The Board and the Association agree that there shall be no discrimination and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of Race, Creed, Color, National Origin, Age, Ancestry, Nationality, Marital or Domestic Partnership or Civil Union Status, Sex, Gender Identity or Expression, Disability, Liability for Military Service, Affectional or Sexual Orientation, Atypical Cellular or Blood Trait, Genetic Information (including the refusal to submit to genetic testing).

This provision applies to the hiring and employment practices of the Board only. This provision shall not be read as entitling any employee to additional fringe benefits as allowable by law and contract.

#### **Article 7. Employee Evaluation: Employee Rights**

##### **7:1**

1. All staff members under contract shall be evaluated in accordance with N.J.A.C. 6A:32-4.4 *et seq.* and the applicable provisions of N.J.S.A. 18A. The purpose of the evaluations, as indicated in the aforementioned Code sections, shall be to promote professional excellence and improve the skills of teaching staff members, improve student learning and growth, and to provide a basis for the review of performance of teaching staff members.

2. Non-teaching staff members shall be observed and evaluated annually. Evaluations will be evaluated and a copy provided to the non-teaching staff member.

3. Prior to each Announced Classroom Observation a staff member will be provided 48 hours, not including weekends, for the pre-writing activity. After each formal classroom observation,

both announced and unannounced, there shall be a follow-up conference between the evaluator and staff member being evaluated for the purpose of discussing the observations and the written observation report. Staff members are to be provided 48 hours to respond to post observation questions, not including weekends, before a conference to discuss it. The post-observation writing activity shall be completed by the staff member and submitted to the evaluator by 3pm the day prior to the post-observation conference. The 3PM deadline shall not infringe upon the 48 hour writing period. If, by mutual agreement, the conference is held before the observation report is written, an additional conference will be held if either party wishes to discuss the written report. This procedure also applies in the case of staff members whose duties are not solely in the classroom. The staff member will sign the supervisor's copy of the report and will receive a copy. The staff member may submit written comments, which will be attached to the supervisor's written report. If the observer is someone other than the primary evaluator, the observer will forward a copy of the observation report to the primary evaluator.

**7:2** An employee shall have the right, upon reasonable request, to review the contents of his personnel file and to receive copies therein except for items deemed confidential by the Chief School Administrator.

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

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

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

**7:4** No employee shall be disciplined without just cause.

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

**7:6** Employees shall be entitled to full rights of citizenship.

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

## **Article 8. Sick Leave**

**8:1** Ten-month employees will be granted annual sick leave of ten (10) days; twelve-month employees will be granted annual sick leave of twelve (12) days. Unused sick leave will accumulate. New employees will be given credit during the first year of employment for a maximum of thirty (30) days of sick leave acquired in another school district in New Jersey.

**8:2** Each employee may establish a family sick leave bank through the accumulation of unused personal days to a maximum of seven (7) days. At the end of each school year, the employee may transfer, at his/her discretion, up to three (3) unused personal days into the family illness bank, to create a maximum of seven (7) available days for the next school year. Unused personal illness days when transferred to create a family illness bank shall transfer at the rate of two (2) family illness days for each unused personal day. Any unused personal days that are not transferred to the family illness bank will accumulate as unused sick leave. The maximum number of days that may be included in the available family illness leave bank is seven (7). Staff will receive two (2) family illness days in their first year of employment which, if not used, will not be carried over to the next year.

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

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

- (a) Compensation shall be at the following rates for teachers to a maximum of 250 days:

Accumulated days 0-100 paid at \$35 per day  
Accumulated days 101-150 paid at \$40 per day  
Accumulated days 151-200 paid at \$45 per day  
Accumulated days 201-250 paid at \$50 per day

- (b) Compensation shall be at the following rates for Maintenance and secretaries to a maximum of 250 days:

Accumulated days 0-100 paid at \$20 per day  
Accumulated days 101-150 paid at \$25 per day  
Accumulated days 151-200 paid at \$30 per day  
Accumulated days 201-250 paid at \$35 per day

- (c) Approved compensation shall be subject to prevailing withholding and social security taxes.

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

**8:3.2** Provided that such procedure is not in violation of any federal or state law or regulation and does not impose any greater liability on the District, members may elect not to receive such compensation in one lump payment, but rather may authorize the District to retain such amount in such account as the District deems appropriate; from such account, the District shall be authorized to make payments on behalf of the retired members for the maintenance of the benefits provided for under Article 14.2 and 14.3.

In no event shall the District be obligated to make such payments in a total amount greater than the lump payment at the time of retirement. The notice of election hereunder shall be given to the School Business Administrator not less than sixty (60) days prior to the anticipated date of retirement. The amount of the lump sum payment less any payments for benefits hereunder may be received by the members during retirement upon written notice of the teacher to the School Business Administrator; the District shall make payment to the member of the unpaid balance within forty-five (45) days after receipt of such notice.

#### **8.4 Sick Leave Bank**

A "Sick Leave Bank" shall be established for all members of the Association. This bank is established to provide compensable leave coverage to bargaining unit members who are absent for an extended period due to catastrophic illness or injury. This bank shall operate in accordance with the following rules and regulations.

- 1) An Association member with thirty (30) days accumulated sick leave may donate to the Sick Leave Bank. Sick days from the annual allotment of ten (10) days may not be donated. Employees eligible to donate a minimum of one (1) accumulated sick day must do so during the enrollment period determined by the CSA and Association President. Eligible employees will indicate the number of days donated (maximum of 2 days), if applicable, and submit to the SEA President. The SEA President will present the final list to the Superintendent no later than May 18. The contributed sick day(s) will be deducted from the employee's accumulated sick or personal leave on June 1. When the necessary time arises, the CSA and Association President may initiate the sick bank leave.
- 2) An Association member's contribution shall be voluntary.

- 3) The Sick Leave Bank shall be available only to those members who have exhausted all earned and accumulated sick leave.
- 4) A member who is eligible to utilize the bank must submit a written request to the Superintendent or his/her designee. The request shall outline the nature of the problem and the reason(s) for the requested use of the bank. This request shall also include medical verification of illness, injury or disability. Verification of continued disability will be required at quarterly intervals. The Superintendent, in conjunction with the SEA President and the Board President, will consider each request on its own merit. The Board reserves the right to have the unit member examined by medical personnel of its choice. Requests are not to be considered for surgeries or procedures that are not deemed life-threatening, i.e. shoulder, hip, knee replacement, etc.
- 5) A member's utilization of the sick leave bank shall be subject to the approval of the Board.
- 6) The accumulated sick leave bank shall have a maximum of ninety (90) days at any given time.

#### **Article 9. Personal Leave**

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

Unused personal days may be converted to family illness days consistent with Article 8:2. Any unused personal days that are not transferred to the family illness bank, as set forth in Article 8:2 will accumulate as unused sick leave.

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

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

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

#### **Article 10. Leaves of Absences**

##### **10:1 Leaves of Absence/Disability Leave of Absence — General Applicability**

An employee who anticipates a need for a disability leave of absence shall notify the Principal in writing of the anticipated commencement of the disability as soon as the employee knows of it. To be eligible for a salary increment and credit towards longevity payments, an employee must actually work at least ninety (90) days in the school year that the leave commences or terminates.

An employee returning after an unpaid leave of absence need not be given the same assignment as before but will accept any assignment for which he/she is certified, provided that the assignment benefits are equal to or greater than the employee's assignment immediately prior to the commencement of the leave of absence.

All benefits to which an employee was entitled at the time of the commencement of the leave or absence, including unused accumulated sick leave, shall be restored upon return from the leave of absence.

An employee on a voluntary unpaid leave of absence shall not be eligible to either receive or accrue benefits except as statutorily required.

It is understood that entitlements under the New Jersey Family Leave Act (NJFLA) and/or the Federal Family and Medical Leave Act (FMLA) run consecutively within the leaves allowed under this article, as provided by law.

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

- Disability Due to Pregnancy
  - a. Any tenured or non-tenured employee seeking a leave of absence for pregnancy shall make application to the Board through the Superintendent which shall be at least 30 days prior to the anticipated delivery date. The application shall set forth in writing the anticipated commencement date of the requested leave of absence and the date which the employee desires to return from leave of absence.
  - b. The employee is entitled to up to four (4) weeks of disability leave prior to the birth (pre-birth disability leave) and four (4) weeks after child birth (post-birth disability leave). The period of disability leave may be extended based upon a physician's certification. During the period of disability leave, the employee may use accumulated sick leave in order to be paid.
  - c. Disability leaves due to pregnancy will be unpaid after the employee has exhausted or has elected not to utilize her accumulated sick leave during the period of disability due to pregnancy leave of absence.
  - d. Family leaves of absence pursuant to the FMLA and the NJFLA, shall follow the employee's disability leave due to pregnancy. The period of pre-birth disability and post-birth disability shall count towards the employee's

entitlement to leave under the FMLA. Following the end of the employee's post-birth disability period, if the employee is still entitled to a leave of absence under the FMLA for the purpose of caring for the child, such leave of absence shall run consecutively to the post-birth disability period. Leaves of absence taken for the care of a child under the FMLA and the NJFLA shall run consecutively to one another.

- e. Leaves of absence under the FMLA and the NJFLA shall be unpaid, unless otherwise provided by law.
- f. A statement from a physician certifying that the employee is physically able to return to duty shall be furnished to the Board before an employee is permitted to return from a leave of absence under the FMLA and/or the NJFLA.
- g. A non-tenured teacher shall not be entitled to an FMLA and/or NJFLA leave of absence beyond the end of the contract school year in which the leave is obtained. If the non-tenured teacher's employment is renewed for the following school year and the non-tenured teacher is still entitled to a leave of absence as provided by law, the Board shall grant the leave of absence, as provided by law, prior to the start of the following school year.

- Contractual Leaves of Absence

- a. An employee seeking a contractual child care leave of absence or a contractual family leave of absence shall apply to the Board, in writing, no less than 90 days before the anticipated leave, with the exception of extenuating circumstances. The employee's application to the Board must specify the date on which the requested leave commences and the date on which the requested leave terminates.
- b. Contractual childcare leaves of absence are only available to tenured teachers.

- c. The Board shall send a letter to the employee within one (1) week of that month's Board meeting stating the following:
  - i. Whether the contractual childcare leave of absence or the contractual family leave of absence was approved or denied. In the case of a denial, the letter will address the reasons) for the leave's denial; and
  - ii. The dates of commencement of the leave and termination of the leave.
- d. An employee desiring an unpaid childcare leave of absence for reasons of adoption shall apply to the Board upon receipt of the notice of custody of the child.
- e. A contractual childcare leave of absence shall terminate at the end of the school year in which the leave was granted. The employee may have the right to a contractual child care leave of absence for up to one full school year (September 1 through the following June 30) following the school year in which the child is born or adopted. Only at the Board's discretion may a contractual childcare leave of absence terminate at any time prior to the end of a marking period.
- f. During a contractual childcare leave of absence, health benefits shall not be provided by the Board. However, the employee may continue health benefits at his/her own expense, in accordance with law.
- g. An employee on a voluntary unpaid leave of absence shall not be eligible to either receive or accrue benefits except as statutorily required.

**10:2 Bereavement Leave:** Members of the Association shall be entitled to bereavement leave as follows:

The Board recognizes that evolving social values dictate that familial relationships are increasingly open to interpretation by individuals and communities, and thus defy

monolithic definition and granular legislation. Moreover, the Board accepts the personal and individualized nature of grief and recovery from loss of those defined as family by the individual. Therefore:

Employees will have up to five (5) days for immediate family bereavement and up to two (2) days for distant other relatives not defined by immediate family below.

Notification of the need for bereavement must be given to the immediate supervisor or designee prior to the leave being taken.

Immediate family is interpreted to mean spouse, children, mother, father, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, civil union partner and domestic partner as defined by the New Jersey School Employees' Health Benefits Program, and other relatives living in the employee's household

Days from the employee's current allotment of personal leave will be charged for absence due to the death of any other relative or friend.

Bereavement leave must occur within 30 days of the death of the family member or relative.

Additional days of bereavement leave may be granted at the discretion of the Chief School Administrator.

## **Article 11. Professional Improvement**

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

**11:2** The Board will provide tuition reimbursement up to twelve (12) credits in each of the contract years, at a maximum rate of \$750 per credit hour. Such reimbursement is subject to the following terms and conditions:

- (a) After July 1, 2006, for the first three (3) years of employment, non-tenured teacher's coursework must be those in his/her subject matter area of teaching or closely related to it, as determined from the course description. Tenured teacher's coursework must be those leading to a degree or certification in education, including guidance or administration, or in subject matter courses in the teacher's area of teaching or closely related to it, as determined from the course description.
- (b) Verification that these criteria have been met must be obtained from the Superintendent or his/her designee prior to course registration.
- (c) Twelve (12) credits may be taken at any time during the contract year.
- (d) There shall be a Board budget of \$40,000 in each year of the Agreement. Applications will be considered on a first-come, first-serve basis and submitted and approved or disapproved according to the following schedule: Summer Session course work requests will be approved or disapproved during the period of February 1st through May 31st; Fall Semester course work requests shall be approved or disapproved during the period of June 1<sup>st</sup> through September 30th; and Spring Semester course work requests will be approved or disapproved during the period of October 1<sup>st</sup> through February 15<sup>th</sup>.
- (e) Transcripts must be submitted showing a grade of "B" or better as proof of course completion.
- (f) Verification that course criteria have been met must be obtained from the Chief School Administrator or his/her designee prior to course registration.

- (g) Employees must remain in the District for one (1) year after successfully completing coursework or shall be required to reimburse the District for all funds received during the last twelve (12) months of course reimbursement. An employee whose contract is not renewed will not be responsible to reimburse the District for completed coursework.

**11:3** The Board, with the prior approval of the Chief School Administrator, shall reimburse members for the cost of registration and travel expenses within the State limits as established by law for attendance by employees at professional workshops and conventions. The Board with the prior approval of the Chief School Administrator may request employee attendance at such professional meetings as part of the employee's Professional Growth Plan. When attendance at professional meetings, which include but are not limited to Advance Placement Course Trainings, Teacher Mentoring Program, and IEP, Special Services meetings are requested by the Chief School Administrator on days other than school calendar days, the employee will be compensated for their time at \$30 per hour up to seven (7) hours per day of attendance. Teachers providing professional workshops (2 hour minimum) to District staff shall be compensated at the rate of \$150 for preparation outside of the work day/ work year.

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

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

**11:6** The Board shall reimburse members in an amount not to exceed fifty percent (50%) of the cost of membership fees in professional education associations, except NEA, NJEA and their affiliates and unions, and limited to one membership per member. The total cost to the Board shall not exceed Three Thousand Dollars (\$3,000) per annum. Reimbursement shall be prorated

among members at an equal percentage of reimbursement if the total reimbursement requested exceeds Three Thousand Dollars (\$3,000). All requests for such reimbursement must be submitted to the Board in writing by the Association not later than September 30 of each year.

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

#### **Article 12. Co-curricular Activities**

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

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

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

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

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

**13:3** Four years of training shall be evidenced by a Bachelor's Degree. Five years of training shall be evidenced by a Master's Degree or 30 semester hours of approved graduate work beyond a Bachelor's Degree in an educational institution approved for the granting of advanced degrees. Six years of training shall be evidenced by 30 semester hours of approved graduate work beyond a Master's Degree or Fifth year level in an institution approved for the granting of advanced degrees.

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

**13:5** It shall be the responsibility of the teacher to inform the Superintendent before February 1 regarding any change or contemplated change in training level for the following school year. Evidence of such change shall be submitted to the Chief School Administrator no later than the opening day of school in the following September, and a new contract issued. If such evidence is not submitted at the prescribed time, no adjustment will be made for the year.

**13:6** Placement on the salary guide shall be determined by degree/credit level and the number of years credited for prior teaching, military, or education-related experience as specified by the Chief School Administrator and approved by the Board. The number of credited years of prior experience shall be provided to the Association upon request.

**13:7** Summer employment for guidance counselors, child study team, student assistance coordinator, nurse and librarian (certified non-teaching professionals) will be reimbursed at the rate of Fifty Dollars (\$50.00) per hour. Professional summer employment involving the writing of curriculum (which includes examining textbooks and identifying instructional materials) shall be compensated at the rate of Fifty Dollars (\$50.00) per hour.

Curriculum written during the school year after the close of the school day shall be compensated at the rate of Fifty Dollars (\$50.00) per hour.

Teachers assigned to serve as mentors, either as a mentor of an alternative route novice teacher or a mentor of a traditional route novice teacher, shall receive stipends based upon the State recommended rates.

**13:8** Compensation for court appearances on behalf of the district as assigned by the Chief School Administrator on days other than school calendar days shall be at the employee's current daily rate of pay. Should this assignment occur during the months of July and August, the rate of pay will be determined by the preceding year's contract.

**13:9** Teachers assigned a sixth teaching period on an annual basis shall receive a stipend calculated at twenty (20%) percent of the Level 1 salary of the teachers' guide at the appropriate degree level. Teachers assigned a sixth teaching period for less than a full year shall receive a prorated stipend.

**13:10** Pay dates are the 15<sup>th</sup> and last day of the month. If a pay date falls on a weekend or scheduled school closing, the pay date will fall on the business day preceding the weekend or scheduled school closing.

**13:11** A 12 month pay option will be established if 30% of staff wish to participate, annually.

**13:12** Before and after school positions used for school safety purposes, including but not limited to bus duty, hallway duty, locker room duty, cafeteria/library duty are to be established. The SEA guarantees five (5) AM and five (5) PM staff members to participate each year. Volunteers will be selected first and reverse seniority to be used if not enough volunteers. Participants' schedules are to be consistent with Article 21:1 in terms of length of day, seven (7) hours and thirty (30) minutes.

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

**14:1** As additional compensation to full-time employees of the bargaining unit, the Board shall, pursuant to certain exceptions, exclusions and contributions as defined herein, bear the cost of the following:

- (a) Medical -- Effective July 1, 2016 the only health insurance plan offered by the Board shall be a Direct Access Plan with a \$20 co-pay. The Board expressly reserves the right to change any of its health insurance carriers (Medical, Dental, Prescription or Vision) to one equal to or better than the plan currently in place (Medical, Dental, Prescription or Vision). A \$100 per surgery Co-pay for Ambulatory/Out-Patient Surgery is applicable. An increase from \$25 to \$100 in emergency room co-pay is applicable. An Exclusive Provider Organization (EPO) option outside of the contract will be created, effective July 1, 2013
- (b) Prescription 30-day retail supply \$40.00 brand co-pay and \$5.00 generic co-pay; (ii) 90-day mail order \$15.00 brand co-pay and \$5.00 generic co-pay. A mandatory generic requirement applies to the prescription plan.
- (c) Delta Dental Program 11 (\$1,500 maximum and orthodontic maximum of \$1,500). An annual deductible of \$100 Individual/ \$300 Family is applicable, which does not apply to Preventative and Diagnostic services is applicable.
- (d) The Board agrees to provide a vision program at a cost not to exceed \$150.00 per year per family.

**14:2** In order to be eligible for health benefit coverage, the employee must work a minimum of 25 (twenty-five) hours per week.

**14:3** The Board, in cooperation with its health benefit provider, will provide a program whereby an employee may, at the employee's option, receive a stipend in lieu of health benefits. The program guidelines are as follows:

- (a) Employees may elect to waive benefits at any time. New employees must elect the waiver within thirty (30) days after their first date of employment.
- (b) Employees who waive medical insurance must provide proof of existing medical coverage.

- (c) Waiver of prescription plan does not allow for claims of prescription on medical plan.
- (d) A waiver shall be effective for one year and must be renewed annually.
- (e) An employee can only re-enroll at open enrollment, or in the event of a life event as identified by the New Jersey Department of Insurance. The waiver amount will be prorated for the months waived.
- (f) Employees electing to waive coverage shall be reimbursed 25% of the amount saved by the Board because of the waived coverage, up to \$5,000.
- (g) Payment for waiver will be issued to employees no later than June 30.
- (h) Waivers for employees leaving the district prior to June 30 will be prorated. Such waivers shall be paid within thirty (30) days of termination.
- (i) The Waiver of Health Benefits Program is contingent on insurance carrier regulations and confirmation from the insurance carrier that the Program will not increase the premium for coverage.
- (j) The Board agrees to establish a Section 125 Plan for contribution, where allowable by law, towards health insurance plans.

**14:4** All other provisions of Chapter 2, P.L. 2010 shall be in full force and effect and Implement P.L. 2011 c. 78 Health Benefits Reform phase-in with required Health Benefit Contribution Schedules.

#### **Article 15. Employee's Children Attendance at RFH**

**15:1** Children of Association staff who are not residents of Rumson or Fair Haven shall be eligible to attend the high school tuition free, as per Board Policy. This option does not include students with out of district placements. Transportation is not provided for staff children.

## **Article 16. Payroll Deductions**

**16:1** The Board agrees that it will undertake the necessary steps, upon receipt of written authorization from any member desiring such deductions, to deduct from such member's payroll the following: UniServ dues, insurances, and tax shelter annuities.

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

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

## **Article 17. Notification of Employment and Reduction in Force**

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

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

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

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

#### **Article 18. Tenure for Maintenance**

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

#### **Article 19. Maintenance Vacation**

##### **19:1 — Maintenance Vacation**

Maintenance employees will be allocated paid vacation on the following basis:

- (a) Vacation shall be earned during the first year of employment at the rate of 5/6 days per month. No vacation is to be taken during the first year of employment until July 1.
- (b) After one (1) year and through nine (9) years of employment, twelve (12) days of vacation.
- (c) After nine (9) years and through fourteen (14) years of employment, seventeen (17) days of vacation.
- (d) After fourteen (14) years of employment, twenty two (22) days of vacation.

Maintenance members who have earned more than two (2) weeks of annual vacation may request to take vacation at a time mutually acceptable to the employee and the Business Administrator.

## **Article 20. Paid Holidays for Maintenance**

**20:1** Maintenance shall be granted the following paid holidays

- New Year's Day
- MLK Birthday - based on school calendar
- Good Friday - based on school calendar
- Memorial Day
- Fourth of July
- Labor Day
- Yom Kippur or Rosh Hashanah - based on school calendar
- Thanksgiving
- Day After Thanksgiving
- Christmas Eve - based on school calendar - if on a weekend, no makeup day
- Christmas Day

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

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

The student day shall be 6 hours and 55 minutes, 7:45 a.m. – 2:40 p.m.

Certified educators will be on site at least 15 minutes before their first class or non-instructional duty (NID). For all members, the fifteen minutes before a staff member's first teaching assignment or non-instructional duty shall be unassigned time.

Non-Teaching members of the certified educators who do not follow class schedules shall provide a minimum of seven and half (7.5) hours of service per day, including lunch. On those

days, where the number of hours must exceed seven and a half, an individual certified educator shall have the right of compensatory flextime on another day.

Certified educators shall be guaranteed one (1) duty free preparation block and one (1) duty free lunch block each day. Certified educators may be assigned lunch in the third morning block, in the lunch block, or in the first or second block after the lunch block.

Teaching members of the certified educators will not have more than five (5) instructional assignments. In extraordinary circumstances, a certified educator may be assigned to teach a sixth class for one year or less. The compensation will be one-fifth of Step 1 of a certified educator's current salary guide. A sixth period assignment will not be assigned in building the master schedule to avoid hiring additional full-time staff.

A Certified Educator will not be assigned more than four (4) NIDs (inclusive of lunch duty) in the four (4) day rotation of the modified block schedule.

Teachers may be assigned class coverage in lieu of their prep period for one period per day, up to five times in a year, prior to being eligible for compensation at a rate of \$35 per period. This coverage would take place only on a day when the teacher would still have at least one prep. Teacher may be assigned to supervise a class in lieu of their NID without compensation.

**21:2** The Teachers' office hours shall take place for a total of 120 minutes per week, in a minimum of fifteen (15) minute increments (15) or (30) minutes before and after school Monday through Thursday and Friday morning. Teachers will post their office hours before the start of the work week and the teacher's webpage will be updated accordingly.

The student day shall be 6 hours and 55 minutes, 7:45 a.m. – 2:40 p.m. Teachers will keep 96 minutes of drop-in office hours, per cycle, to continue their planning, preparation, and to meet the needs of students seeking additional assistance. Teachers will schedule two 30-minute periods of drop-in office hours during the common lunch period and an additional 36 minutes of drop-in office hours prior to the start of the school day (prior to 7:40 A.M.) with a minimum of 15 minutes over two days. Teachers will post their office hours on Google Classroom at the start of the year and will be updated accordingly. Student appointments are not necessary during office hours. If

students request assistance outside of the posted office hours, reasonable accommodations shall be made by the teachers to properly assist the student during a mutually agreed upon time.

A student contact period shall be defined as contact time with a student and/or students which require a teacher to prepare for the period, provide instruction during the period, and assess students' learning.

Teachers assigned to learning centers or labs/workshops are not undertaking an additional instructional period. They will be available to consult with and to provide assistance to students who voluntarily attend during their lunch period or study hall.

When Special Education teachers are assigned to a science lab period and that assignment causes said teacher's schedule to exceed the normal five teaching assignments, the teacher will be paid \$1,525 per each lab period assigned based on full-year lab assignment. A half-year (semester) assignment will be prorated.

**21:3** Teachers shall be permitted to be off campus during the student day when not assigned a teaching period, NID, or other professional meetings.

**21:4** Teachers shall scan their ID at their point of entrance into the building in the morning before the start of the workday and shall commence teaching activities at the start of the workday. Staff shall be required to sign in on digital sign-in kiosks accessible throughout the District before the start of each workday.

**21:5** Teachers shall be required to attend a maximum of eighteen departmental/faculty meetings per year as designated by the Chief School Administrator. These meetings shall commence ten (10) minutes after the end of the school day. Attendance at meetings shall be mandatory for not more than forty (40) minutes per meeting.

**21:6** The teacher work year shall include:

- (a) The total number of teacher days worked in a school year shall include the student calendar plus up to five (5) days, not to exceed 186 teacher work days. The five (5) additional teacher work days shall be scheduled by the Board for purposes of

professional growth and staff meetings. Activities on these days will be scheduled to begin at 7:40 a.m. and to conclude at 2:40 p.m. with 30 minutes for lunch. Each of these days will provide six and one-half (6.5) hours of professional growth credit.

- (b) Two half-days of professional growth may be scheduled near the end of each semester. On those days the student day will begin at the regular time of 7:40 a.m. and will conclude at 12:07 p.m. The professional growth activities will be scheduled to begin at 12:15 p.m. and to conclude at 3:15 p.m. No special lunch time will be provided because each participant will have had a lunch period of 27 minutes scheduled during the shortened student day. Each of these days will provide three (3) hours of professional growth credit.
- (c) These additional teacher days and two half-days of professional growth referenced above (a, b) will be scheduled in addition to the twenty (20) days for meetings that are permitted by Article 21:5 of this Agreement.
- (d) RFH will schedule a delayed opening one Wednesday a month during each month of the school year for staff professional development. Staff professional development will run from 7:30 am – 9:00 am on the Delayed Opening Wednesdays.

#### **21:7 Chaperone Evening Events**

For student events requiring chaperones, the following procedures shall apply:

- (a) A faculty seniority list and an event list will be published no later than September 5 of each year of the agreement. The seniority list will remain in effect for the duration of this contract. Should faculty member(s) leave the district, said name(s) will be removed from the list. Should new faculty member(s) be hired, said member(s) will be added to the top of the list.
- (b) A request for volunteers to chaperone will be made no later than fifteen (15) days prior to the scheduled event.

- (c) In the event the number of volunteers is lower than the previously published number of chaperones deemed necessary, chaperones will be assigned according to the list see (a) above.
- (d) All chaperones required for an event shall be paid a stipend of \$60 per event.
- (e) All chaperones are expected to be present fifteen (15) minutes prior to and fifteen (15) minutes after the event.

#### **Article 22. Miscellaneous Working Conditions**

**22:1(a)** The normal work hours for maintenance employees are eight (8) hours per day for a total of forty (40) hours per week. Maintenance employees shall be employed for twelve (12) months annually.

Extended School Year ("ESY") Teachers will be compensated \$50 per hour.

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

**22:1(b)** A four-day summer work schedule for maintenance employees shall be established with notice given no later than May 15<sup>th</sup> of the preceding school year. The terms of the program are as follows:

From July 1 through August 31, Maintenance shall work an eight (8) hour and forty-five (45) minute work day (based on a 40 hour work week worked in four days). The 5<sup>th</sup> week day removed from Maintenance schedule will be on a Monday or Friday. The Supervisor of Buildings and Grounds or his designee will establish a schedule and assign maintenance employees based on a four day work week to ensure that there is maintenance coverage in the district. The fifth day removed from the maintenance summer work week will be assigned by the chief school administrator or his/her designee. In the event school for students opens the week after August 31, the four (4) day summer work week will not be effectuated for that week.

**22:2** Three work uniforms of good quality shall be provided to Maintenance employees, and the uniforms must be worn. At the employee's option, an allowance of \$45 annually will be provided to purchase these uniforms.

**22:3** Maintenance called back to work for emergency building checks shall be guaranteed a two hour minimum. If Maintenance is called back to work for an emergency building check more than one time within the same twenty-four hour period, the emergency building checks after the first check shall be paid at the appropriate hourly rate for the time worked. When called in for emergency service or snow removal, the maintenance staff shall be considered on the clock for compensation of one hour.

**22:4** If a Maintenance works on a contractual holiday, he/she shall be paid double time.

### **Article 23. Secretaries Working Conditions**

**23.1** A four (4) day summer work schedule for secretaries shall be established with notice given no later than May 15 of the preceding school year. The chief school administrator will establish the schedule to reflect the Friday or Monday that school will be closed. The terms of the summer work schedule are as follows:

The summer work schedule shall be as follows: secretaries shall work a seven (7) hour and thirty (30) minute work day (based on a thirty (30) hour work week worked in four (4) days). The Superintendent shall grant eight (8) summer work weeks between June 15<sup>th</sup> and August 31<sup>st</sup>. In the event school for student opens the week after August 31, the four (4) day summer work week will not be effectuated for that week.

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

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

**23:4** Secretaries will be granted the following paid holidays: New Year's Day, Good Friday (as part of school calendar), Memorial Day, Labor Day, the Friday of NJEA Convention, Thanksgiving Day, the day after Thanksgiving, and Holiday Recess. Secretaries shall also be granted Martin Luther King Day (as part of school calendar), Yom Kippur and Rosh Hashanah when such days are adopted as part of the school calendar. Twelve-month secretaries will be granted Independence Day in addition to those previously mentioned for ten-month secretaries.

Secretaries shall also be entitled to one day of attendance at the NJEA Convention without loss of compensation, upon proof of attendance. It is agreed that the secretaries will create, upon request, a schedule that provides coverage in the main office for both days of the NJEA Convention, as approved by administration.

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

**23:6** When school is closed because of snow, inclement weather, or other emergency conditions, all secretarial personnel shall be exempt from reporting to work. On days of early dismissal due to emergencies (e.g. snow), when the teachers and students are permitted to leave, the secretarial staff shall be permitted to leave twenty (20) minutes after general dismissal unless in an unusual and unique circumstance said dismissal would be at the discretion of the CSA.

**23:7** Secretarial staff shall be permitted to have five (5) continuous days of vacation in either February (calendar winter break) or April (calendar spring break). When the school calendar does not provide a full week's vacation in February, it is understood that secretarial staff members opting for a winter vacation shall have five (5) continuous work days off that include the days the high school is closed to students. It is agreed that the secretaries will create a schedule that provides daily coverage in both the Main Office and the Guidance Office during the vacation weeks. Should Good Friday be included in the spring break, secretaries on vacation during that week shall be granted one additional day to be scheduled by mutual agreement with the staff member's immediate supervisor.

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

1-10 years of employment 10 days  
11-14 years of employment 15 days  
15-up years of employment 20 days

Vacation shall be earned during the first year of employment at the rate of 5/6 days per month. Year one of employment begins on the date of hire (first day in district) and ends on June 30<sup>th</sup> of that school year. No vacation is to be taken during the first year of employment until July 1.

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

**23:9** Secretaries are eligible for sick leave at the rate of one day per month of service. In cases when a 10-month secretary is hired as a 12-month secretary, his/her years of employment as a 10-month secretary are counted toward earned vacation time.

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

1. Prior approval is granted by the Chief School Administrator. Such approval shall not be unreasonably withheld.
2. A grade of satisfactory or better is received.

Secretaries employed in the summer (exclusive of twelve-month secretaries) and temporary (substitute) secretaries employed during the school year shall be reimbursed at the rate of pay commensurate with that position at the current salary rate.

## **Article 24. Paraprofessionals Working Conditions**

**24:1** The paraprofessional work year shall include:

- (a) The total number of paraprofessional days worked in a school year shall be the regular school year of 186 workdays.
- (b) Paraprofessionals shall be entitled to participate in professional development.
- (c) The number of hours of work per day for all categories of paraprofessionals shall be 7:15 am to 2:45 p.m.
- (d) Paraprofessionals shall be entitled to sick leave, personal leave, maternity leave, and bereavement in accordance with Articles 8, 9 and 10, of the contract.

**24:2** Paraprofessionals shall be evaluated in accordance with a model selected by the Chief School Administrator and the Board.

**24:3** Paraprofessionals shall be compensated in accordance with the salary schedule set forth in Appendix A hereto.

**24:4** In the event of a school delayed opening or closure, paraprofessionals will be compensated accordingly.

**24:5** Paraprofessionals hired prior to July 1, 2022 shall receive single, member dependent or family health benefit coverage. Paraprofessionals hired subsequent to July 1, 2022 shall receive single coverage health benefit coverage only.

**24:6** Full-time Paraprofessionals who work the Extended School Year will be paid an hourly rate based on their step placement for the school year just concluded. Paraprofessionals hired specifically to work the Extended School Year will be paid at the hourly rate for Step 1 of the Paraprofessional salary guide.

## **Article 25. Provisional Clubs**

**25:1** Provisional clubs or activities shall be considered for approval in accordance with the following procedure:

1. A staff member with Association approval shall apply to the Superintendent for consideration and recommendation to the Board for approval of the Provisional club.
2. In the absence of an application by a staff member, the Superintendent may consider and recommend a Provisional Club to the Board for approval. The advisor's position shall be posted.
3. In each of the two years, a Provisional Club Advisor shall be paid \$500.
4. After the Provisional Club has continued for two years, the Superintendent shall review and make a recommendation to the Board as to whether the Club shall continue.

## **Article 26. Association/Administration Liaison Council**

**26:1** In order to provide a safe, secure and educationally sound teaching and learning environment at the Rumson-Fair Haven High School, the Association and the Board agree to develop an Association/ Administration Liaison Council. The purpose of the Council shall be to discuss issues of mutual concern.

The Council shall convene at least three times a year. The Superintendent and Association President shall mutually develop an agenda prior to each meeting.

The Council shall consist of six members. The Superintendent shall appoint three and the Association President shall appoint three. Individual members of the Council may be substituted depending upon the issue.

1. The Council shall encourage input from the school community.
2. The Council may establish study committees for specific projects which shall report their findings to the Council.
3. The Council shall present its recommendations to the Superintendent for consideration and possible action.
4. The council shall submit written reports to the Board periodically.
5. The Board retains the final right of approval or rejection of any recommendations.

#### **Article 27. Furnishing Copies of Agreement**

**27:1** The Agreement shall be available on the district staff website. Notification of availability on the website shall be distributed by the Association to its members promptly upon execution.

#### **Article 28: Notices**

**28:1** Notices under this Agreement shall be given by either party to the other by registered letter as follows:

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

#### **Article 29. Duration of Agreement**

**29:1** This Agreement shall be effective as of July 1, 2025 and shall continue in effect until midnight, June 30, 2028, and shall be subject to the Association's right to negotiate over a

successor agreement as provided in Article 2. These Agreements shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

### Article 30. Entire Agreement

**30:1** Pursuant to the provisions of N.J.S.A. 34:13A-5:3, the parties have negotiated in good faith with respect to grievances and terms and conditions of employment and have reached within agreement as the result of such negotiations.

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

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

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

Terms of the Agreement shall be effective as of July 1, 2025 and terminate June 30, 2028.

RUMSON-FAIR HAVEN  
REGIONAL SCHOOL

By: 

President

RUMSON-FAIR HAVEN  
REGIONAL BOARD OF EDUCATION

By: 

President

By: 

Secretary

By: 

Secretary

**APPENDIX A-I  
TEACHER SALARY GUIDE**

**2025-2026**

<b>Step</b>	<b>BA</b>	<b>BA+30</b>	<b>BA+60</b>
<b>1-2</b>	64,835	66,190	67,545
<b>3</b>	65,335	66,690	68,045
<b>4</b>	66,135	67,490	68,845
<b>5</b>	67,335	68,690	70,045
<b>6</b>	68,835	70,190	71,545
<b>7</b>	70,435	71,790	73,145
<b>8-9</b>	72,135	73,490	74,845
<b>10-11</b>	73,935	75,290	76,645
<b>12-13</b>	75,835	77,190	78,545
<b>14-15</b>	77,935	79,290	80,645
<b>16-17</b>	80,185	81,540	82,895
<b>18</b>	82,485	83,840	85,195
<b>19</b>	84,885	86,240	87,595
<b>20</b>	87,445	88,800	90,155
<b>21</b>	90,145	91,500	92,855
<b>22</b>	92,945	94,300	95,655
<b>23</b>	95,795	97,150	98,505
<b>24</b>	98,745	100,100	101,455
<b>25</b>	101,745	103,100	104,455

## TEACHER SALARY GUIDE

2026-2027

Step	BA	BA+30	BA+60
1	66,445	67,800	69,155
2-3	66,945	68,300	69,655
4	67,445	68,800	70,155
5	68,620	69,975	71,330
6	70,120	71,475	72,830
7	71,720	73,075	74,430
8	73,420	74,775	76,130
9-10	75,220	76,575	77,930
11-12	77,120	78,475	79,830
13-14	79,220	80,575	81,930
15-16	81,470	82,825	84,180
17-18	83,770	85,125	86,480
19	86,170	87,525	88,880
20	88,730	90,085	91,440
21	91,430	92,785	94,140
22	94,230	95,585	96,940
23	97,080	98,435	99,790
24	100,045	101,400	102,755
25	103,045	104,400	105,755

## TEACHER SALARY GUIDE

2027-2028

Step	BA	BA+30	BA+60
1-2	69,575	70,930	72,285
3-4	70,075	71,430	72,785
5	70,575	71,930	73,285
6	71,665	73,020	74,375
7	73,265	74,620	75,975
8	74,965	76,320	77,675
9	76,765	78,120	79,475
10-11	78,665	80,020	81,375
12-13	80,765	82,120	83,475
14-15	82,990	84,345	85,700
16-17	85,290	86,645	88,000
18-19	87,690	89,045	90,400
20	90,250	91,605	92,960
21	92,950	94,305	95,660
22	95,750	97,105	98,460
23	98,580	99,935	101,290
24	101,545	102,900	104,255
25	104,545	105,900	107,255

**APPENDIX A-2**  
**MAINTENANCE SALARY GUIDE**

Step	2025-2026	2026-2027	2027-2028
1	48,600	50,550	52,890
2	49,600	51,550	53,890
3	50,700	52,550	54,890
4	51,800	53,550	55,890
5	52,900	54,650	56,890
6	54,150	55,850	57,890
7	55,475	57,150	58,890
8	56,825	58,500	60,240
9	58,225	59,900	61,640
10	59,625	61,300	63,040
OG	83,706	85,381	87,121

### **APPENDIX A-3**

#### **PARAPROFESSIONAL SALARY GUIDE**

<b>Step</b>	<b>2025-2026</b>	<b>2026-2027</b>	<b>2027-2028</b>
1	29,065	29,805	30,625
2	29,565	30,305	31,125
3	30,415	30,805	31,625
4	31,215	31,605	32,125
5	32,065	32,405	32,875
6	32,865	33,200	33,650
7	33,615	33,975	34,450
8	34,400	34,750	35,250

**APPENDIX A-4**  
**SECRETARY SALARY GUIDE**

Step	2025-2026	2026-2027	2027-2028
1	50,474	53,124	55,829
2	51,374	53,924	56,629
3	52,274	54,724	57,429
4	53,174	55,624	58,329
5	54,174	56,624	59,329
6	55,174	57,624	60,329
7	56,474	58,924	61,629
8	57,974	60,424	63,129
9	59,674	62,124	64,829
10	61,574	63,924	66,629
11	63,474	65,824	68,529
12	65,374	67,724	70,429
13	67,374	69,724	72,429
14	69,874	72,224	74,829
15	72,774	75,074	77,429

**APPENDIX B-1**  
**Head Coaching Stipends**  
**2025-2026, 2026-2027, 2027-2028**

Step	Group 1 - Football	Group II – Basketball, Wrestling, Strength and Conditioning/ Fitness Center Coordinator (Summer, Fall, Winter and Spring Seasons)	Group III - Baseball, Softball, Soccer, Field hockey, Spring Track, Lacrosse, Swimming, Volleyball	Group IV - Tennis, Cross Country, Winter Track, Golf, Gymnastics
1	6125	5380	4894	3630
2	6403	5675	5129	3916
3	7132	6282	5665	4219
4	7678	6818	6222	4522
5	8225	7375	6758	4826
6	8761	7816	7314	5039
7	9231	8608	7929	5663

## APPENDIX B-1

### ASSISTANT COACHING STIPENDS 2025-2026, 2026-2027, 2027-2028

Step	Group 1 - Football	Group II – Basketball, Wrestling	Group III - Baseball, Softball, Soccer, Field hockey, Spring Track, Lacrosse, Swimming, Volleyball	Group IV - Tennis, Cross Country, Winter Track, Golf, Gymnastics, Strength and Conditioning/ Fitness Center Coordinator* (Summer, Fall, Winter and Spring Seasons)
1	4610	4341	3906	2962
2	4755	4496	4091	3204
3	5238	4949	4504	3403
4	5600	5311	4866	3603
5	5957	5672	5238	3802
6	6319	6034	5600	4158
7	6646	6370	5954	

\*New Assistant Strength and Conditioning/Fitness Center coaches appointed effective Fall 2025 will be paid on Group IV. Assistant Strength and Conditioning/Fitness Center coaches that have held the position prior to Fall 2025 will be grandfathered and paid pursuant to Group II.

Regardless of the number or type of coaching positions held, movement on the salary guides shall be limited to one step over the previous year and shall only occur at the beginning of each contract year. Coaches moving from an assistant coaching position to a head coaching position, or vice versa, will be credited for experience laterally on the salary guides. Upon reaching the 20<sup>th</sup> year of in-district coaching in a given sport, a coach will receive a \$300 longevity stipend.

Credit for coaching experience outside of the district will be at the discretion of the Chief School Administrator as recommended by the Athletic Director.

**APPENDIX B-2**  
**NON-COACHING STIPENDS**  
**2025-2028**

Asst. to Assistant Principal of Athletics & Extracurricular (or Student) Activities	\$15,000*
Football Photographer	\$769
Instructional Coach	\$4,000
Home Game Coordinator	\$77 per game
Timer – Basketball	\$60 per game
Timer- Wrestling	\$60 per evening

Timer – Volleyball	\$60 per game
Announcer/Scorer - Football, Soccer, Field Hockey, Lacrosse	\$60 per game
Crowd Control	\$60 per night
Ticket Takers	\$60 per game
Ticket Sellers	\$60 per game
Assistant Athletic Director - Summer	\$41 per hour - 150 hour cap
Work Based Learning Coordinator	\$4,554
Summer Athletic Trainer	Equivalent of one month's salary
Spring Scorer	\$41 per game

### APPENDIX B-3

Group 1	
Tower Players Director (Fall)	4,638
Tower Players Director (Spring)	4,638
Yearbook Advisor	4,638

Group 2	
Junior Class Coordinator	4,554
Key Club Advisor	4,554
Marching Band Advisor	4,554
National Honor Society Advisor (2)	4,554 each
Senior Class Coordinator	4,554
School Musical Pit Director	4,554
SGA Advisor	4,554
Technical Theater Director - Spring	4,554
Technical Theater Director - Fall	4,554

Group 3	
Art/Photography Club Advisor	3,018
Character Education Advisor	3,018
Cheerleader Advisor (Fall)	3,018
Color Guard Advisor	3,018
Dance Club Advisor (Fall)	3,018
FBLA Advisor	3,018
Freshmen Class Coordinator	3,018
Spectrum Advisor	3,018
Global Women's Empowerment Advisor	3,018
Habitat for Humanity Advisor	3,018
Peer Leaders	3,018
Sophomore Class Coordinator	3,018

Group 4	
Broadcasting Club Advisor	2,296
Cheerleader Advisor (Winter)	2,296
Cheerleader Assistant (Fall)	2,296
Chess Club Advisor	2,296

Chinese Honor Society Advisor	2,296
Cooking Club Advisor	2,296
Dance Club Advisor (Winter)	2,296
Environmental Club Advisor	2,296
Euro Challenge Advisor	2,296
Fed Challenge Advisor	2,296
French Honor Society Advisor	2,296
Global Impact Club	2,296
Health Career Club Advisor	2,296
International Club Advisor	2,296
Math Honor Society Advisor	2,296
Mock Trial Advisor	2,296
Science Honor Society Advisor	2,296
Scientific Frontier Club Advisor	2,296
Spanish Honor Society Advisor	2,296
Tower Players Assistant Director - Fall	2,296
Tower Players Assistant Director - Spring	2,296
Tower Singers Advisor	2,296
Tri Music Honor Society	2,296

Group 5	
Book Club	1,561
Choreographer (Fall)	1,561
Choreographer (Spring)	1,561
Computer Programming Club Advisor	1,561
Debate & Forensics Club	1,561
English Honor Society Advisor	1,561
Fashion Club	1,561
Film Club Advisor	1,561
Math League Advisor	1,561
Model UN Advisor	1,561
National Art Honor Society	1,561
Paws and Claws Advisor	1,561
Fall Play Production Coordinator	1,561
Spring Play Production Coordinator	1,561
Psychology Club Advisor	1,561
Science League	1,561
Social Justice Club Advisor	1,561
Social Studies Honor Society Advisor	1,561
Storytelling Club Advisor	1,561

Veteran Appreciation Club	1,561
Web Master	1,561

	<u>Per Hour</u>
Home Instructor	\$55
After-School Detention	\$25
Saturday Morning Detention	\$25
Crowd Control/Fan Bus Duty	\$30
Paraprofessional Before/After School Assistance	\$40
Teachers Attending 8 <sup>th</sup> Grade Open House	\$25
Sound Engineer/ Sound Engineer Trainer	\$80
AVA Coordinator	\$30 for District events; \$50 for Outside events

School Nurse for overnight trips                      \$225 per day

Compensation for court appearances on behalf of the district as assigned by the Chief School Administrator on days other than school calendar days shall be at the employee's current daily rate of pay.