# **AGREEMENT**

Between the

# RUMSON-FAIR HAVEN BOARD OF EDUCATION

# And the

# RUMSON-FAIR HAVEN ADMINISTRATIVE AND SUPERVISORY ASSOCIATION

July 1, 2023 – June 30, 2026

# TABLE OF CONTENTS

<u>ITEM</u>	PAGE
Signature	Page1
Article 1	Recognition2
Article 2	Term of the Agreement
Article 3	Grievance Procedure
Article 4	Administrators Duties/Certificates
Article 5	Evaluations4
Article 6	Sick Leave4
Article 7	Vacations, Holidays, and Recess5
Article 8	Personal Leave6
Article 9	Health Benefits6
Article 10	Summer Hours
Article 11	Professional Improvement/Meeting Attendance
Article 12	Salary and Other Compensation Items8
Separabilit	ty Clause9
Salary Gui	de

THIS AGREEMENT, made the \_\_\_\_\_ day of \_\_\_\_\_\_, 2023, between the BOARD OF EDUCATION OF THE RUMSON-FAIR HAVEN REGIONAL HIGH SCHOOL BOARD, County of Monmouth and State of New Jersey, hereinafter referred to as the "BOARD", AND the RUMSON-FAIR HAVEN ADMINISTRATIVE AND SUPERVISORY ASSOCIATION, County of Monmouth, State of New Jersey, hereinafter referred to as the "ADMINISTRATORS."

# WITNESSETH:

It is agreed between the parties that this Agreement, contains the complete understanding of the parties and no verbal representations prior to or after execution hereof shall be of any force and legal effect.

All past practices regarding the terms or conditions of employment or the interpretation of articles or portions of articles contained in this Agreement shall be terminated and deemed null and void and of no effect as of June 30, 2023.

This agreement shall not be modified in whole or in part by the parties except in writing signed by the Board and the Administrators.

This agreement shall inure to the benefit of the parties hereto, its heirs, successors and assigns.

IN WITNESS WHEREOF, the parties have caused these present to be signed by their proper corporate officers the date and year first mentioned above.

RUMSON-FAIR HAVEN REGIONAL BOARD OF EDUCATION

President

RUMSON-FAIR HAVEN ADMINISTRATIVE AND SUPERVISORY ASSOCIATION

President

ATTEST:

## RECOGNITION

- A. The Board of Education hereby recognizes the Rumson-Fair Haven Administrative and Supervisory Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for the following administrators under contract to the Board: Assistant Principal and Supervisor.
- B. Unless otherwise indicated, the term "Administrator" when used hereinafter in this Agreement shall refer to all employees represented by the Association.

# **ARTICLE 2**

# TERM OF THIS AGREEMENT

This Agreement shall be in effect July 1, 2023 through June 30, 2026.

A. Pro-Rating

The salary of an administrator who may begin his/her annual employment subsequent to July 1, or who may end his/her employment prior to June 30, will be compensated by determining his/her annual salary and multiplying that amount by 1/260.

## **ARTICLE 3**

## **GRIEVANCE PROCEDURE**

- A. A grievance is hereby defined as any appeal by an Administrator over the interpretation, application, or a violation of the terms of this Agreement.
- B. An aggrieved Administrator shall institute action under the provisions herein within ten (10) work days of the occurrence.
- C. Administrators are requested first to discuss their grievances orally with their immediate supervisors. Such discussion should occur during the ten (10) day period and shall not exceed it except by written consent of the Superintendent.
- D. If the grievance is not resolved to the Administrator's satisfaction, the Administrator shall submit the grievance in writing to the Superintendent specifying:
  - (a) Nature of grievance
  - (b) Results of previous discussions, if any
  - (c) The basis of the Administrator's dissatisfaction
  - (d) The relief being sought

- E. Within ten (10) work days from the receipt of the written grievance, the Superintendent shall set a day for a hearing which shall be within ten (10) work days from the receipt of the written grievance, unless a different period is mutually agreed upon.
- F. Within ten (10) school days after said hearing, unless a different period is mutually agreed upon, the Superintendent shall, in writing, advise the Administrator and the Administrator's representative, if there be one, and shall forward a copy of the determination with the basis therefore to the School Principal and to any other person directly affected thereby.
- G. In the event of the failure of the Superintendent to act in accordance with the provisions of Paragraphs E and F, which shall be considered a denial of the grievance, or in the event a determination by the Superintendent in accordance with the provisions thereof is deemed unsatisfactory by any party, the dissatisfied party, within ten (10) work days of the fact or failure to act, may appeal to the Board.
- H. Where an appeal is taken to the Board, the grievant shall submit a statement in support of the appeal and the relief sought. The grievant shall attach copies of all previous writings. A copy with attachments shall be delivered to the Superintendent and all other parties. The grievant shall request a hearing, if desired.
- I. The Board shall review the grievance and hold a hearing with the Administrator and, except for good cause shown, render a decision, in writing, within ten (10) calendar days of receipt of the grievance by the Board. The Board's decision shall be final, unless state law mandates the contested matter is subject to binding arbitration.
- J. If the Association determines a matter to be meritorious and on a subject that state law mandates is subject to binding arbitration, it may submit the grievance to binding arbitration within ten (10) calendar days following the determination of the Board. A request for a list of arbitrators shall be made to the Public Employment Relations Commission by either party. The parties shall be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an arbitrator.
- K. In the event of arbitration, the costs of the arbitrator's services shall be shared by the parties and each of the parties shall bear their own costs.

## ADMINISTRATOR CERTIFICATES AND DUTIES

A. Throughout the term of this Agreement, Administrators shall maintain all valid and appropriate certificates evidencing the authority to act as an Administrator in the State of New Jersey. In the event that an Administrator shall, for any reason during the term of this Agreement, sustain the removal and/or loss of such certificate, such event shall constitute good cause for immediate termination of that Administrator.

B. Administrators shall devote their time, skills, labor and attention to their employment during the term of this Agreement; provided that an Administrator may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations which do not interfere with the Administrator's full time responsibilities and duties upon prior approval and authorization of the Superintendent.

# **ARTICLE 5**

## **EVALUATIONS**

The Superintendent or designee shall evaluate Administrators in accordance with New Jersey statutes, administrative code, regulations, Board Policy, and the Board approved evaluation model.

## ARTICLE 6

# SICK LEAVE

- A. Administrators shall be entitled to twelve (12) days sick leave annually. Earned sick leave shall be cumulative as provided by statute. The Board shall make payment for unused sick leave upon fulfillment of all of the following conditions:
  - 1. Payment shall only be made upon the retirement from employment with the Board and evidence that an application for retirement has been filed the Teachers' Pension & Annuity Fund.
  - 2. An Administrator must be employed by the Board for a period of fifteen (15) consecutive years.
  - 3. The maximum unused sick leave days that will be compensated will be two hundred fifty (250) with a payment delivered according the following terms:
    - a) Compensation shall be at the following rates to a maximum of 250 days:

      Accumulated days 0-100 paid at \$40 per day

      Accumulated days 101-150 paid at \$45 per day

      Accumulated days 151-200 paid at \$50 per day, and

      Accumulated days 201-250 paid at \$55 per day.
    - b) Approved compensation shall be subject to prevailing withholdings.
    - c) An Administrator shall notify the Board in writing, not later than one hundred eighty (180) calendar days preceding the effective day of retirement, except 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 effective date of retirement.

# VACATION, HOLIDAYS, AND RECESS

A. Administrators shall receive paid vacation days beginning July 1 of each years as follows:

years 1-2 = 16 days years 3+22 days

Vacation days shall be posted on July 1<sup>st</sup> or the first day of work each year. Administrators who do not begin work on July 1<sup>st</sup> shall receive a prorated number of workdays for the first year. Those days shall be posted on the first day of work.

- B. The following holidays are approved for Administrators:
  - New Year's Day
  - · Martin Luther King's Birthday
  - Good Friday shall also be granted as holidays when such days are adopted as part of the school calendar.
  - Memorial Day
  - Independence Day
  - Labor Day
  - Thanksgiving Day
  - The day after Thanksgiving Day
  - Christmas Day
  - Yom Kippur and Rosh Hashanah shall also be granted as holidays when such days are adopted as part of the school calendar.
- C. The holiday break declared by the Board as part of the annual calendar will also be non-workdays for 12-month employees. The spring break declared by the Board as part of the annual calendar will also be non-workdays for 12-month employees. Specific vacation days and recess must receive the prior approval of the Superintendent.
- D. All vacation days shall be taken within the terms of this Agreement and shall not be cumulative or transferable except as hereinafter provided. The Superintendent reserves the right to defer vacation time should circumstances warrant. In such event, such unused paid vacation days shall be used at such times as directed by the Superintendent. If vacation has been deferred at the direction of the Superintendent, a maximum of twenty two (22) days may be accumulated in any one contract year but must be taken prior to June 30 of the following contract year or be forfeited.

# PERSONAL LEAVE

- A. Administrators shall be entitled to three (3) personal days without explanation during each school year. Requests for such leave must be made to the Superintendent at least one week in advance of the intended day and the Superintendent shall respond within three (3) school days of the request, where possible. In the case of an emergency, personal days may be used without the required notification.
- B. Upon the exhaustion of contracted personal leave entitlement, additional time may be granted for good cause upon the prior approval of and at the discretion of the Superintendent.
- C. Administrators may establish a family sick leave bank through the accumulation of unused personal days to a maximum of seven (7) available days for the next school year. At the end of each school year, up to three (3) unused personal days may be transferred into the family illness bank. Unused personal 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.
- D. Administrators shall be entitled to be eavement leave as follows:

Administrators will have up to five (5) days for immediate family bereavement and up to two (2) days for other relatives not defined by immediate family below. Notification of the need for bereavement leave must be given to the immediate supervisor or designee prior to the leave being taken.

Immediate family is interpreted to mean spouse, parents, grandparent, parents-in law, sibling, child, step-child, grandchild, significant other or another relative resident in the employee's household. Days from the Administrator's current allotment of personal leave will be charged for absence due to the death of any other relative or friend. Additional days for bereavement leave may be granted at the discretion of the Superintendent.

# **ARTICLE 9**

# **HEALTH BENEFITS**

The Board shall provide Administrators with health benefits subject to the payment of a portion of the premiums pursuant to Tier Four of P.L. 2011 c.78. Administrators shall be eligible to participate in the health benefit waiver option in an amount not to exceed the lessor of 25% of the annual premium saved by the Board or \$5,000, based upon the eligible coverage at the time of the waiver.

The Board shall provide health benefits coverage (including medical, prescription, dental, and vision) for administrators. With respect to medical and prescription coverage, the administrator that is enrolled in NJEHP or Garden State Plan shall be responsible for contributing an amount

established by P.L. 2020, Chapter 44 through December 31, 2027. With respect to dental and vision coverage, the administrator shall be responsible for contributing an amount established by P.L. 2011, Chapter 78 (Tier IV) toward the payment of dental and vision premiums. The contribution shall be made through payroll deductions.

# **ARTICLE 10**

## SUMMER HOURS

There shall be a four-day summer work schedule for employees. The terms of the program are as follows:

From the week after the end of school through the second half of August the two Fridays preceding the start of school, employees shall work a seven (7) hour and thirty (30) minute workday. The 5<sup>th</sup> weekday removed from the schedule will be Friday.

Reduce Summer Fridays from 10 to 8 and restart 5 day weeks the second half of August the two Fridays preceding the start of school.

# **ARTICLE 11**

# PROFESSIONAL IMPROVEMENT/MEETING ATTENDANCE

- A. Administrator is entitled to tuition reimbursement in the amount of \$550 per credit to a maximum of 24 credits per year as long as qualifications listed below are met.
  - 1. The coursework must be at the graduate level and receive the prior approval of the Superintendent.
  - 2. All courses submitted must be eligible for a graduate degree at the institution offering the courses.
  - 3. The grade received in the course is a B (or its equivalent) or better.
  - 4. Proof of completion of the course and of the grade earned must be provided prior to receiving reimbursement.
- B. Administrators leaving the Board after receiving tuition reimbursement shall reimburse the Board for any tuition reimbursement received according to the follow schedule:
  - 1. Administrators leaving up to one (1) year after receiving tuition reimbursement shall repay the Board 100% of the amount of tuition reimbursement received;
  - 2. Administrators leaving after one (1) year and up to two (2) years after receiving tuition reimbursement shall repay the Board 67% of the amount of tuition reimbursement received;

- 3. Administrators leaving after two (2) years and up to three (3) years after receiving tuition reimbursement shall repay the Board 33 1/3% of the amount of tuition reimbursement received; and
- C. Administrator may attend appropriate professional meetings at the local, state and national levels on an annual basis, Board policy and State laws and upon the prior approval of the Superintendent. Expenses for meetings will be reimbursed in accordance with Board policy and State law. Administrator is entitled to membership in one (1) professional association at Board expense if approved by the Superintendent not to exceed \$1,000 per year.

# SALARY AND OTHER COMPENSATION ITEMS

The Board shall pay an annual salary to Administrators according to the attached schedule (Schedule A). Such annual salary shall be paid in equal installments in accordance with such policies of the Board as shall be in effect during the term of this Agreement with respect to all professional staff employees.

The Board shall make two tax shelter annuity plans available to Administrators. (Plans similar to Vanguard or Fidelity type plans).

The Board shall make a Section 125 childcare plan up to a maximum of \$5,000 per year available to Administrators.

The Board shall pay to an Administrator a one-time stipend of \$2,500 upon the earning of a doctorate.

The Board shall pay the following stipends:

Affirmative Action	\$2,500
Safety	\$4,000

An Administrator who teaches a second course shall receive a stipend of \$8,500 annually prorated at the rate of 1/200<sup>th</sup> per day for the time the course is taught by the Administrator.

An Assistant Principal who is assigned to supervise a department will be compensated at a rate to be negotiated between the Board and the Association.

Non-resident children shall be able to attend Rumson-Fair Haven Regional High School tuition free.

# SEPARABILITY CLAUSE

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

# SCHEDULE A

# 2023-2024

Adı	ninistrators	20 mail aid 20 aid 40 mil 50 m		
Salary	Guide for those h	nired on or after	7/1/2023	
Step	Supervisor	AP		
1	107,025	110,025		
2	109,200	112,200		
3	111,375	114,375		
4	113,550	116,550		
5	115,725	118,725		
6	117,900	120,900		
7	120,075	123,075		
8	122,250	125,250		
9	124,425	127,425		
10	126,600	129,600		
11	128,775	131,775		
12	130,950	133,950		
13	133,125	136,125		
14	135,300	139,300		
15	137,475	141,475		
OG	157,595	170,005		
	w employees hired propriate column a			

Association.

10

2024-2025

Adı	ministrators			
Salary	Guide for those I	hired on or after 7	7/1/2024	
Step	Supervisor	AP		
1	109,815	112,815		
2	111,990	114,990		
3	114,165	117,165		
4	116,340	119,340		
5	118,515	121,515		
6	120,690	123,690		
7	122,865	125,865		
8	125,040	128,040		
9	127,215	130,215		
10	129,390	132,390		
11	131,565	134,565		
12	133,740	136,740		
13	135,915	138,915		
14	138,090	142,090		
15	140,265	144,265		
OG	161,595	174,005		
	w employees hired propriate column a			

increase as mutually agreed upon between the Board and
Association.

2025-2026

Adr	ministrators		
Salary	Guide for those h	ired on or after 7/	1/2025
Step	Supervisor	AP	
1	112,690	115,690	
2	114,865	117,865	
3	117,040	120,040	
4	119,215	122,215	
5	121,390	124,390	
6	123,565	126,565	
7	125,740	128,740	
8	127,915	130,915	
9	130,090	133,090	
10	132,265	135,265	
11	134,440	137,440	
12	136,615	139,615	
13	138,790	141,790	
14	140,965	144,965	
15	143,140	147,140	
16	145,315	149,315	
OG	165,595	178,005	
	w employees hired oppropriate column a		

All existing employees hired prior to 7/1/2025 shall receive an increase as mutually agreed upon between the Board and Association.