

**CONTRACT**

**July 1, 2003 - June 30, 2006**

**between**

**Red Bank Borough Board of Education**

**and**

**Red Bank Borough Educational Association**

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## **PREAMBLE**

This Agreement entered into this 29th day of May, 2003 by and between the Board of Education of Red Bank, New Jersey, hereinafter called the "Board", and the Red Bank Borough Education Association, hereinafter called the "Association".

### **Article I Recognition**

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all professionally certificated personnel employed by the Board, including:

- All full-time certificated teachers
- All part-time certificated teachers
- All part-time and full time secretaries and clerks
- All part-time and full-time instructional assistants
- Extended School Day Coordinator

Facilitators of Instructional Computer Programs

Guidance Counselors

Student/Family Counselor

Learning Disability Teacher Consultants

Librarians

Nurses

Psychologists

Part-time Remedial Basic Skills Instructors

Reading Specialists

Speech Therapists

Social Workers

Student Assistance Advisors

Substance Abuse Counselors

Student/Family Counselor(s)

But excluding:

Supervisory and executive personnel, maintenance and operating employees such as but not limited to: principals, vice-principals, administrative assistants, department chairpersons, coordinators, directors, all confidential secretaries/ assistants, part-time secretaries who are seasonal or used on an "as needed" basis, substitute instructional assistants.

B. Unless otherwise indicated, the term "teachers" when used hereinafter in this Agreement, shall refer to all professional employees in the negotiation unit as defined.

### **Article II Negotiation Procedure**

A. In accordance with Chapter 123, Public Laws of 1974, the parties agree to enter into negotiations in a good-faith effort to reach agreement concerning the terms and conditions of employment.

B. Representatives of the Board and the Association shall

commence negotiations in accordance with the rules and regulations of the Public Employment Relations Commission. During the interim period, between the date of submission of demands and the date commencing of negotiations by the representatives, Association representatives shall meet as requested for the purpose of clarification of financial details, contractual meaning, and matters affecting the educational process with Board representatives, Superintendent, or the business manager, as is necessary.

C. Facts, opinions, proposals, and counterproposals will be exchanged freely during the meeting or meetings in an effort to reach mutual understanding in agreement. The Board shall make available to the Association for inspection of all pertinent records, data, and information of the Red Bank School District which are within public domain.

D. The Board agrees not to negotiate with any organization other than that designated as the representative pursuant to Chapter 123, Public Laws of 1974 for the duration of this Agreement.

E. This Agreement incorporated the entire understanding of the parties on matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

F. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement shall remain in full force and effect except that proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

G. The Board shall inform the Association of all funds received from all outside sources to include state and federal governments.

### **Article III**

#### **Grievance Procedure**

##### **A. Definition**

A "grievance" shall mean a complaint by a teacher that he or she has suffered a personal loss, injury, or inconvenience because of the violation, misinterpretation, or inequitable application of Board Policy, this Agreement or an administrative decision affecting teachers. A grievance to be considered under this procedure must be initiated by the teacher within thirty (30) calendar days from the time when the teacher knew or should have known of its occurrence.

##### **B. Procedure**

1. (a) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved teacher 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 acceptance of the decision rendered at that step.

(b) It is understood that teachers 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.

2. The Association may process a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

3. Any teacher who has a grievance shall discuss it first with the teacher's principal (or immediate superior or department head, if applicable) in an attempt to resolve the matter informally at that level.

4. If, as a result of the discussion, the matter is not resolved to the satisfaction of the teacher within five (5) school days, the teacher shall set forth the teacher's grievance, on the form provided (see Appendix A), to the principal. The principal shall communicate the principal's decision to the teacher in writing within five (5) school days of the receipt of the written grievance.

5. The teacher, no later than five (5) school days after receipt of the principal's decision, may appeal the principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the principal as specified above and the teacher's dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days. The Superintendent shall communicate the Superintendent's decision in writing to the teacher and the principal.

6. If the grievance is not resolved to the teacher's satisfaction, the teacher, no later than five (5) school days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the teacher and render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board.

7. If the decision of the Board does not resolve the grievance to the satisfaction of the Association and the Association wishes review by a third party, they shall so notify the Board through the Superintendent within ten (10) school days of receipt of the Board's decision, except in the case of a grievance involving a complaint of a non-tenured teacher arising from that teacher not being offered re-employment.

8. (a) The following procedure will be used to secure the services of an arbitrator:

(1) A joint request will be made to the Public Employment Relations Commission to submit a roster of persons qualified to function as an arbitrator in the dispute in question.

(2) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the Public Employment Relations Commission to submit a second roster of names.

(3) If the parties are unable to determine within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the Public Employment Relations Commission may be requested by either party to designate an arbitrator.

(b) The arbitrator shall be limited to the issues submitted by the parties and shall consider nothing else. The arbitrator can add nothing to nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The decision of the arbitrator shall be final and binding upon both parties. Only the Board, the Superintendent and the aggrieved representative shall be given copies of the arbitrator's award. This shall be accomplished within thirty (30) calendar days of the completion of the arbitrator's hearings.

(c) Rights of teachers to representation:

(1) Any aggrieved person may be represented at all stages of the grievance procedure alone or, at the aggrieved's option, by a representative selected or approved by the Association.

(2) When a teacher is not represented by the Association in the processing of a grievance, the Association shall at the time of submission of the grievance to the Superintendent or any later level, be notified that the grievance is in process, have the right to be present and present its position in writing at all hearing sessions held concerning the grievance and shall receive a copy of all decisions rendered. A copy of the principal's written decision made in response to a written grievance shall be given to the Association immediately.

(3) The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination, or reprisal in presenting any appeal with respect to personal grievances.

(d) The parties shall be responsible for all costs incurred by each, and only the fee and expenses, if any, of the arbitrator shall be shared by each party paying one-half.

9. In the event a grievance is filed between May 15 and the end of the school year, all reference to school days in the grievance procedure shall read "calendar days".

10. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

11. All meetings and hearings under this procedure shall not be conducted in public.

#### **Article IV Rights of the Parties**

A. Pursuant to Chapter 123, Public Laws of 1974, public employees included in the negotiating unit have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to form, join, and assist any employee organization or refrain from any such activity. As a duly selected body exercising governmental powers under cover of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce

any teacher in the enjoyment of any rights conferred by Chapter 123, Public Laws of 1974 or other laws of New Jersey, or the Constitution of New Jersey and the United States.

B. The Board of Education, subject only to the language of this Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the right, in accordance with applicable laws and regulations

(a) to direct employees of the school district;

(b) to hire, promote, transfer, assign, and retain employees in positions within the school district and to suspend, demote, discharge, or take other disciplinary action against employees;

(c) to relieve employees from duties because of lack of work, or for other legitimate reasons;

(d) to maintain the efficiency of the school district operations entrusted to them;

(e) to determine the methods, means, and personnel by which such operations are to be conducted; and

(f) to take whatever actions might be necessary to carry out the mission of the school district in situations of emergency.

Where policies have been or shall be adopted by the Board of Education in any or all of these areas, questions and issues arising thereunder shall be subject to the grievance procedure.

C. No teacher shall be disciplined or reprimanded without just cause. Any such actions asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

D. Whenever any teacher is required to appear before the Board or committee or member thereof concerning any matter which could adversely affect the continuation of that teacher, in the teacher's office, position, or employment or the salary or any increments pertaining to, then the teacher shall be given three (3) calendar days prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of the teacher's own choosing to advise and represent the teacher during such meeting or interview.

E. Representatives of the Association, the Monmouth County Education Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times provided that this shall not interfere with or interrupt normal school operations and that the administration has been duly notified, and approval shall not be unreasonably withheld.

F. The Board agrees to furnish to the Association the agenda and minutes of all Board meetings, and the names and addresses of all staff members.

G. The Association and its representatives shall be permitted to use school buildings at all reasonable hours for meetings, under the following conditions:

1. The Association agrees to abide by the Board policy regarding facility use including the filing of a building usage form for such use. For such purpose the Association shall be exempt from insurance certificate requirements and the payment of fees and treated as a school-related organization.

2. Under no circumstance shall the Board be required to move or cancel another organization's activity or Board-sponsored activity to accommodate the Association's request for use of facilities.

3. The principal of the building in question shall be given reasonable advanced notice, normally at least twenty-four hours, except in the case of an emergency, of the time and place of all such meetings.

4. The approval of the principal or the board secretary shall be secured. Said approval shall not be unreasonably withheld.

H. Normally negotiations shall be scheduled after school hours. If negotiations are mutually scheduled by the parties during working hours, the Board will release, with pay, teacher members of the negotiating team of the Association to conduct such negotiations if such teacher members do not exceed four (4).

I. The Association shall be permitted to use school building facilities and equipment, including computers, copying machines and other duplicating equipment, calculating machines, and all types of AV equipment when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

J. The Association shall be permitted to purchase expendable office supplies and other materials from the Board's suppliers at the price paid by the Board or from existent stock if such is available. In either event a purchase order is required.

K. The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge and shall also have the right to place formal notices on the bulletin board in the dining room.

L. The Association shall be permitted to use the inter-school mail facilities and school mailboxes.

M. The Association President shall be permitted to address all new teachers during the orientation day each year.

N. The Association shall select, and so notify the Superintendent for inclusion in the Activity Calendar, one day each month on a regularly scheduled basis for the Association meetings after school. No other meetings involving members of the unit shall be scheduled for that day except in an emergency.

O. The President of the Association shall not be assigned more than the equivalent of five (5) student instruction-supervision periods per day, or 3 1/2 hours of student instructional time and shall be excused from regular study hall duties, homeroom assignments, and any other extra instruction-supervision assignments on a permanent basis except in an emergency. Any of the duties from



which the President is normally excused may be included in the President's schedule if such is the only means by which the President can be assigned 25 student instruction-supervision periods per week.

P. The President shall have freedom to leave the President's building during any unassigned time as long as the administrator of that building has been duly notified.

Q. The teacher shall maintain the responsibility to determine grades based upon the teacher's professional judgment within the criteria established by the school system. No grade shall be changed unless the teacher is duly notified in writing. If a student grade evaluation is changed, the person making such change shall initial the change. The teacher assigning the original grade shall be notified within ten (10) days of such change.

R. Teachers, who are required to serve on jury duty during the contractual year, will submit the stipend paid them to the Board Secretary.

S. Any criticism by a Supervisor or Administrator of an employee regarding his/her performance shall be done with professional courtesy and respect.

T. Nothing contained herein shall be construed to deny either party of any and all rights pursuant to applicable laws and regulations. All terms and conditions of this Agreement shall be in addition to those provided elsewhere. If any inconsistency occurs between this Agreement and applicable laws and regulations then this Agreement governs to the extent permitted by law.

## **Article V**

### **School Calendar**

A. 1. The Superintendent of Schools shall draw up a school calendar to recommend to the Board of Education, and shall consult with the Association, other individuals and organizations within the school system, and, as the Superintendent sees fit, other individuals and organizations.

2. The calendar will consist of 186 days for teachers.

3. All twelve-month teachers shall receive four weeks vacation. The Board shall be the sole judge of the need for ten and/or twelve-month teachers.

4. There shall be a half day of school on the last day before Christmas, the last day of student attendance in June, and on parent conference days.

B. 1. Due to the uncertain nature of state, federal and local funding, the Board of Education reserves the right to establish the starting and ending dates of the work year for Part-Time Remedial Basic Skills Instructors, which shall consist of a minimum of 135 days.

## **Article VI**

### **Teaching Hours and Teaching Load**

- A. 1. Teachers shall indicate their presence for duty by placing their initials in the appropriate column of the faculty "sign-in" roster and "sign-out" roster.
2. Effective July 1, 1996, the uniform school day shall be 7 hours. Occasionally, teachers may, of necessity, be required to overlap scheduling throughout all periods of the day. Where periods apply, they shall be no less than 40 minutes in duration.
3. Teachers shall be required to report for duty 15 minutes before the start of the pupil day and to remain at least 15 minutes after the pupil day. For reasons of student safety, teachers may be assigned to pupil supervision during the 15 minutes prior to the start of the pupil day; provided, however, any teacher assigned to such duty on a daily basis shall be permitted to leave work 10 minutes before the regular end of the work day on two days a week according to an equitable rotation schedule established by the building principal or shall be granted such alternative duty free time during the work day as may be deemed acceptable by the teacher and the principal.
4. The normal work day for stipend personnel shall not exceed eight (8) hours including lunch. This clause does not preclude evening assignments as presently required by the position or of an emergency nature.
5. Special Education teachers shall work the same length of school day, and shall have a homeroom or other alternative morning assignment as all other classroom teachers.
6. All teachers in the Middle School shall teach six (6) periods.
7. The normal workday for school nurses shall be the same as that of the teachers.
- B. 1. All teachers will be assured a duty-free lunch period as provided by the Rules and Regulations of the State Department of Education, Title VI of the New Jersey Administrative Code.
2. Teachers may leave the building without requesting permission during their scheduled duty-free lunch period if they sign in and out. With the approval of the building principal, teachers may leave the building during their professional periods.
- C. 1. Building-based teachers may be required to remain after the end of the regular work day, without additional compensation, for the purpose of attending three (3) general faculty or departmental meetings per month. Additional meetings may be required, if an emergency so dictates. Such meetings shall begin no later than fifteen (15) minutes after the regular student dismissal time and shall run no more than fifty (50) minutes. There shall be no restrictions placed upon the number of meetings required for officially required evaluations or functioning committees.

2. An Association representative may speak to the teachers at the end of any meeting referred to in Paragraph 1 above on the request of the representative.

3. The notice of an agenda for faculty meetings shall be given to the teachers involved at least one school day prior to the meeting, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.

D. 1. Classroom teachers in grades four through eight inclusive shall have one preparation period per day. Elementary school teachers shall not be required to remain with specialists who are conducting their classes.

2. All primary level teachers as well as all teachers in the District, including classroom teachers, Special Education teachers, and teachers of special subject areas, shall be granted one duty-free preparation period per day.

E. Teacher participation in extra-curricular activity shall be in accordance with the rulings of the Commissioner of Education.

F. Meetings which take place after the regular school work day and which require attendance shall not be called on Fridays or any day immediately preceding any holiday except in the case of emergency.

G. There shall be a maximum of five evening meetings per year that all teachers must attend to provide communication between teachers and parents. A minimum school day will be scheduled on the day of an evening meeting. On one of those days, there shall be a regular school day in addition to the evening conference.

H. The Board shall set the teaching hours of Part-time Remedial Basic Skills Instructors due to the uncertain nature of state, federal, and local funding.

## **Article VII (Reserved)**

## **Article VIII Non-Teaching Duties**

A. Teachers may not be required to collect funds for any purpose from students or staff members. Teachers may not collect funds from students without the consent of the Board of Education.

B. Except as authorized by the Board of Education no teacher shall use the teacher's personal vehicle to transport students. Teachers who are so authorized or who as part of their regular teaching assignment move from one school to another school will be reimbursed at the rate per mile authorized by the Internal Revenue Service for mileage deductions.

C. Classroom teachers shall continue walking their students to the bus. If a teacher is required to supervise bus loading and unloading, the teacher shall be paid at the rate of:

2003-2004	\$15.47 per hour
2004-2005	\$16.17 per hour
2005-2006	\$16.92 per hour

D. The Board shall continue to comply with the provisions of the Save Harmless Act and the provisions of Title 18A amended in regard to the protection of its teachers against civil action (18A: 16-6).

## Article IX

### Teacher Employment

A. 1. It is agreed and understood that upon initial employment, the teacher shall be placed on the salary guide no higher than present employees with the same amount of years of experience.

2. The Board reserves to itself the right to grant credit for any experience which it deems of value to the school system at the time of initial employment.

B. Teachers with previous experience in the Red Bank School District and who were in tenure at the time of their leaving shall, upon returning to the system, receive full credit on the salary schedule for all teaching experience while functioning as an exchange teacher or overseas teacher or who returns from a Sabbatical Leave, provided that such teachers return to the Red Bank School District no later than the beginning of the school year following their release from such service or leave. All such teachers shall also have returned to them all accumulated sick leave.

C. Teachers shall be notified of their contract and salary status for the ensuing year in accordance with applicable statute and Administrative Code. Tenured teachers will notify the Board within fifteen (15) calendar days after receiving their notification of contract and salary status of their intent to return.

D. Previously accumulated unused sick leave days will be restored to all teachers returning from a Board-approved leave of absence.

E. Any teacher employed prior to March 1 of any school year whose term began prior to March 1 shall be given full credit for one (1) year of service to the next increment step for the following year. Any teacher employed subsequent to March 1 of any school year shall remain on the same step of the salary guide for the following school year. Part-time Remedial Basic Skills Instructors must work at least five months and one day to receive credit for the full year's employment.

F. The Board shall be guided by the Rules and Regulations of the State Department of Education regarding the reduction of staff. If conditions demand a reduction the Board shall discuss this matter with the Association before the appropriate action is taken.

G. Should reductions in staff become necessary, teachers to be laid-off will receive written notice of the Board's intention by April 30. The notice will include the method used in selecting those teachers and the reasons for the reduction in staff. Said teachers are to be considered on temporary lay-off and recalled in reverse order of lay-off when vacancies become available. Laid-off teachers who are recalled will be notified of the

available position by certified mail at their last known address with a copy of the letter to be sent to the President of the Association. While such a lay-off continues, no new hiring will take place except when:

- a. no certified teacher on lay-off is best qualified to fill the position in the opinion of the Board based on the recommendation of the Superintendent, or
- b. all certified teachers on lay-off decline the position. Qualifications shall be subject to the Board's opinion based upon the recommendation of the Superintendent of Schools.

## **Article X**

### **Salaries**

A. The salaries of all teachers covered by this Agreement are set forth in the schedules that are attached hereto and made a part hereof (Appendix D, E and F). The Board reserves to itself the right to withhold any and all increments in accordance with Title 18A:29-14. The question of whether the decision to withhold an increment was capriciously reached is the only question in reference to this paragraph which may be submitted by the Association to an arbitrator.

B. 1. Teachers employed on a twelve-month basis or on a ten-month basis shall be paid semi-monthly for the term of their contract.

2. Salary checks are due on the 15th and 30th of the month. Teachers may individually elect to have part of their monthly salary deducted from the pay and forward to MONOC Federal Teachers Credit Union.

3. Teachers may individually elect to have their entire paycheck deposited directly to an account in such banks or credit unions that provide for electronic deposit.

4. Teachers shall be entitled to enroll annually for electronic deposits.

5. When a pay day falls on or during a school holiday, vacation, or weekend, teachers shall receive their pay checks on the last previous working day.

6. Teachers employed on a ten-month basis shall receive their final payment of the school year on the last working day in June, providing the principal has certified that all of the teacher's work is in and acceptable.

7. A teacher shall have the option to enroll in a summer savings program.

C. Teachers who, during their professional or lunch period, request or are asked to assume classroom or administrative duties, shall be reimbursed at the following rates:

2003/04, \$17.29 per hour; 2004/05, \$18.07 per hour;

2005/06, \$18.83 per hour

Teachers shall be reimbursed for lunchroom duties at the rate of: 2003/04, \$15.47 per hour; 2004/05, \$16.17 per hour; 2005/06, \$16.92 per hour

D. Teachers who are assigned extra work-extra pay responsibilities shall be paid as set forth in Appendix C which is attached hereto and made a part hereof. Teachers receiving a specified sum for extra work/extra pay position shall be paid at either the completion of the activity or, for year-long activities, one-half payment at the end of the third marking period and the remainder at the end of the year. Teachers must indicate the method of payment at the beginning of the year on the proper form. Payment for hourly positions shall be made upon submission of time sheets.

E. All employees assigned to tutoring or home instruction shall be paid at the following rate:  
 2003-2006 \$25.00 per hour

F. 1. A stipend in addition to the appropriate step on the compressed salary guide shall be paid for all positions which, from September 1 through and including June 29, specify a daily time requirement of eight (8) hours in a continuous block of time between the hours of 7:00 a.m. and 5:00 p.m. These positions include psychologist, social worker, guidance counselor, student/family counselor, learning-disability teacher consultant, facilitators of computer instructional programs, student assistance advisor, and substance abuse counselor. The stipend for these positions shall be as follows:

2003/04	\$3,030.50	2004/05	\$3,166.87
2005/06	\$3,309.38		

2. An additional one-tenth (1/10) of an individual's salary guide position in addition to the stipends set forth in F.1 above, shall be paid to any position listed in subparagraph F.1 above if the Board, in its sole discretion, designates it to be an eleven-month position.

3. Employees will be paid for the development and writing of curriculum and teaching units at the following rate:  
 2003-2006 \$25.00 per hour

G. All present extra-work/extra-pay positions shall be paid at a flat stipend (see Appendix C). New positions shall be covered under the position described as "After-School Assignment."

H. Part-time Remedial Basic Skills Instructors shall be paid an hourly rate according to the following guides:

	2003-2004	2004-2005	2005-2006
0 to 1 years experience in Red Bank	\$25.10/hr	\$26.23/hr	\$27.41/hr
2 years experience in Red Bank	\$26.30/hr	\$27.48/hr.	\$28.72/hr
3 years experience in Red Bank	\$28.08/hr	\$29.34/hr	\$30.66/hr
4 or more years experience in Red Bank	\$30.47/hr	\$31.84/hr	\$33.27/hr

## **Article XI**

### **Teacher Assignment**

- A. Assignment shall be made at the discretion of the administration and within the area of teacher competency, teaching certificate, or the major or minor field of study, except for good cause.
- B. All teachers shall be given written notice for the class, subject, and building assignment for the forthcoming year not later than May 30. Should changes in assignment become necessary after that date, teachers shall be notified as soon as possible of the change that affects them.
- C. The parties recognize that changes in grade assignment and transfers between schools may be necessary. While the right of determination to assign or transfer a teacher is vested in the Board, the Board will not assign or transfer a teacher without prior discussion with that teacher. If such teacher is not readily available, the teacher shall be notified by registered mail of such reassignment or transfer. The discussion shall only be informative in nature. The teacher's consent to such transfer will not be required.
- D. Schedules of teachers who are assigned to more than one school shall be arranged so that no such teacher shall be required to engage in an unreasonable amount of inter-school travel. Such teachers shall be notified of any changes in their schedule as soon as practicable.
- E. As any vacancy is officially made known to him/her, the Superintendent shall have posted on Association bulletin boards in all school buildings, within five (5) school days after the Board meeting at which it took action upon that vacancy, a listing of known vacancies that shall occur during that year or the following year.
- F. A teacher may apply for any position by sending a letter of interest for the position. The letter of interest shall be in writing, addressed to the Superintendent of Schools and shall include any additional education and/or experience that the teacher may have received and which is not included in the teacher's file.
- G. All job openings, including summer employment, will be adequately announced and a notice of such openings be posted in each building at least ten (10) calendar days before the vacancy is to be filled except in the case of emergencies.

## **Article XII**

### **Teacher Evaluation**

- A. Procedures for teacher evaluation shall be in conformance with statute and the rules and regulations of the State Department of Education as may be determined by judicial authority.
- B. 1. All tenured teachers shall be observed and evaluated a minimum of once yearly and all non-tenured teachers shall be observed at least four times a year and evaluated at least three times per year. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The Superintendent shall designate certificated personnel responsible for the formal written evaluation of teachers and teachers will be advised of the titles of such individuals.

2. A teacher shall be given a copy of any formal observation reports prepared by his evaluator within ten (10) school days of the observation and a conference will be held to discuss it. No such observation report shall be submitted to the central office, placed in the personnel file, or otherwise acted upon without an opportunity for a conference between the teacher and evaluator. The teacher shall sign the observation form as an acknowledgment of having seen the report and comments.

3. A conference shall be held no sooner than three(3) school days after receipt by the teacher of the written observation report. In no case shall an observation for the purpose of formal evaluation be conducted sooner than ten (10) school days following the conference concerning a previous formal classroom observation. At such a conference the teacher shall be prepared to discuss with his supervisor and/or administrator his strengths and weaknesses, and means by which strengths can be continued and weaknesses improved. Prior to the time of the evaluation conference the administrator will notify the teacher of the date and will supply the teacher with a blank evaluation form. Both the administrator and teacher shall complete the forms prior to the conference and shall discuss them at the meeting.

4. No evaluation shall be made by the administrator, department chairman, or supervisor after the termination of a teacher nor shall any derogatory material be placed in the file after the teacher leaves employment with the exception that any continuing material which is initiated prior to termination, and completed after termination, shall go into the personal file. Any material in regard to a continuing grievance shall be placed in a separate grievance file pursuant to Article III.

5. All employees shall be given an original signed copy of all formal observations and formal evaluations.

C. 1. No more than three (3) teachers on any one (1) school day shall have the right, upon one school day's notice, to review the content of his/her personal file after school hours and to make reproduction of non-confidential file materials at the teacher's expense. In the event of removal of confidential materials from the teacher's file, a dated notation will be placed in the teacher's file stating that confidential materials, other than credentials involved in the hiring process, have been removed.

2. If, upon reviewing the teacher's personal file, the teacher desires to answer any material that is available for the teacher's inspection in that file, the teacher may make such answer and have it placed in the file.

D. Any written complaints regarding a teacher made to any member of the Administration by any parent, student, or other person which are or may be used in any manner in evaluating a teacher and which is to be placed in a teacher's file shall be processed as follows:

(1) The principal or immediate superior shall meet with the teacher to apprise the teacher of the full nature of the complaint and they shall attempt to resolve the matter informally. The teacher may make a written statement concerning the written complaint and have such statement placed in the teacher's file;

(2) If a complaint could result in disciplinary action being taken against the teacher, the teacher shall be notified of the complaint and provided a copy of the written complaint within seven (7) school days of the receipt of the complaint by the administrator;



(3) Any teacher who is the subject of any complaint shall be entitled to representation by the Association at any meeting related to said investigations or complaint.

E. Although the Board agrees to protect the confidentiality of personal references, academic credentials, and other similar documents, it shall under no circumstances establish any separate personnel file or personal file which is not available for the teacher's inspection.

F. Part-Time Remedial Basic Skills Instructors shall be evaluated as per teacher evaluation procedures.

### **Article XIII**

#### **Teacher Facilities**

A. The Board will continue its efforts to keep the schools reasonably and properly equipped and maintained.

B. The Board shall make available, if practicable, in each school an adequately furnished and decorated lounge and/or work-study room and/or dining area for the teachers. When practicable and possible, separate lavatory facilities, exclusive for teacher use, shall also be made available.

C. The Association will be provided with office space, if, in the opinion of the Board, such space is available. The Association will be given two weeks notice to vacate office space should this become necessary.

### **Article XIV**

#### **Teacher - Administrative Liaison**

A. The Association representatives shall meet with the Superintendent, and such administrators as the Superintendent selects, normally once a month with not more than two months elapsing between meetings, to review and discuss current school problems and practices. This committee in no way alters or modifies that function of any committee which has been or shall be established by the administration.

B. The Association shall select a Faculty Council of not more than five (5) teachers from the building to meet with the Principal each school month. Areas for consideration shall be limited to current building problems and practices only and shall not include discussion of grievances or the administration of the Contract. The Council and the principal shall exchange agenda at least twenty-four (24) hours in advance of the meeting and it shall require mutual agreement to deviate from the agenda. All meetings shall take place after school hours and shall provide opportunity for all items on both agenda to be discussed. Minutes of each meeting shall be kept.

C. It is understood that such meetings are only advisory in nature.

### **Article XV**

#### **Sick Leave**

A. As of September 1995, annually, all teachers shall be entitled to ten (10) sick days. In accordance with statute, this shall be as of the first official day of said school year, whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

B. Any teacher may request non-accumulative sick leave benefits according to the following schedule: up to forty (40) days additional sick leave for major illness without any cost to the teacher may be requested of the Board by the individual teacher. The Board has the sole right to determine whether such additional leave shall be granted or denied based upon the circumstances presented.

C. At the time of hiring a new teacher, the Board will grant two days of sick leave per year of service in another school district up to a maximum of twenty (20) days of sick leave to the newly hired teacher. Such granted sick leave must be based upon the newly hired teacher having unused accumulated leave which had been earned elsewhere.

D. Teachers will be entitled to receive sick leave pay for absence due to childbirth only for those specific days for which their doctor has certified them to be sick.

E. Teachers employed during the summer months shall be granted non-accumulative sick leave at the rate of one day for each two week period.

F. All teachers who have completed twenty (20) years of teaching service in the Red Bank School District will be paid in lieu of accumulated sick leave at a rate of \$40.00 per day to a maximum of \$3,200 upon retirement. In order to be eligible to receive this benefit, the teacher must notify the Board in writing by February 1 of the year of retirement that the teacher intends to retire. The letter of intent may be withdrawn no later than March 15 of that year. A teacher must submit a letter of retirement to be effective no later than June 30. The payment in lieu will be paid on July 1 of that year.

## **Article XVI**

### **Temporary Leave of Absence**

A. Teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year, and such days of temporary leave must be taken as full school days:

1. Five days of leave in the event of death in the immediate family. (Immediate family to mean spouse, significant other, child, parent, step-parent, mother-in-law, father-in-law, brother, sister, grandchild, grandparent, brother-in-law, sister-in-law, or other relative living in the home or whom employee supports.)

2. Up to three days of leave in the event of serious illness in the immediate family.

3. Up to four days of leave to cover the following contingencies:

- a. Religious observance
- b. Death of a relative or close friend
- c. Subpoena to appear in court as a defendant
- d. Attendance at professional meeting, conferences, and conventions
- e. For the purpose of receiving a degree
- f. For the purpose of a school visitation
- g. To take special professional examination for advance study

- h. Legal, personal, medical and business affairs.
4. As provided in 3h. above, personal affairs may not include leave for vacation.
5. In the event a teacher wishes to accompany the teacher's spouse on a business related trip, the teacher may apply to the Board for such unpaid leave of absence as may be necessary up to a maximum of three days.
- B. Leave as provided under sub-paragraph 1, 2, 3, and 4 above is not cumulative and may not be transferred from one category to another with the exception that leave available under paragraphs 3 and 4 may be transferred to paragraph 1. If such transfer leave is necessary, it shall provide for a maximum of five non-accumulative days and only in the event of a second occurrence in the school year of a death in the immediate family.
- C. Request for leave under this Article shall be submitted to the building principal who is empowered to grant it with due regard to the requirements of that school. Except for emergencies or extenuating circumstances, no leave shall be permitted the day prior to or the day following a school holiday or weekend.
- D. Except in cases of emergency, all requests for leave shall be submitted in writing prior to the date requested, stating the reason for the request. After approval by the principal, the request shall be filed in the Office of the Superintendent of Schools.
- E. Employees who have been requested by the Superintendent of Schools to represent the Red Bank Public Schools at professional meetings, to visit other school systems or to be absent from their regular duties for other professional reasons shall not be charged with absence or suffer loss of salary.
- F. Personal days may be taken either as a whole day, or with 48 hours notice, as a half-day.
- G. 1. In the event a teacher has not utilized all leave days as outlined in Paragraph A, Section 3 of this Article, up to two (2) such days shall be converted to sick leave, following the end of the school year, and may be accumulated in the teacher's sick leave bank.
2. In addition to Section 1 above, if the teacher has used none of the leave days as outlined in Paragraph A, Section 3 of this Article, the teacher shall be paid a stipend of \$25.00 at the end of the school year.
3. In the event a teacher has maintained perfect attendance for the year, exclusive of approved professional/workshop days, the teacher shall be paid a stipend of \$100, inclusive of the amount in Section 2 above, at the end of the school year.

**Article XVII**  
**Extended Leave of Absence**  
**Maternity Leave**

- A. Leaves of absence for maternity may be granted to teachers, who are under tenure when the application is made, for a period up to two (2) years upon application by the candidate on the advice and recommendation

of a reputable physician. When a position exists which a teacher is qualified to fill, the candidate may return to service at the beginning of any semester within the two year period.

1. Application for the leave should be made not later than the beginning of the third trimester.
2. Any teacher on maternity leave shall notify the Board prior to March 1 whether it is her intention to return to her teaching duty in the next school year.
3. Those teachers granted a leave of absence for maternity purposes are excluded from the benefits of sick leave except as provided in Paragraph D of Article XV.

#### Leave for Adoption of Infant Child

B. Leaves of absence for the adoption of an infant child may be granted to teachers, who are under tenure when application is made, for a period up to two (2) years upon the application by the candidate. When a position exists which a teacher is qualified to fill, the candidate may return to service at the beginning of any semester within the two year period.

1. Application for the leave should be made not later than three (3) months before the anticipated custody of the child by the teacher.
2. Those teachers granted a leave of absence for the adoption of an infant child are excluded from the benefits of sick leave.
3. Any teacher on adoption leave shall notify the Board prior to March 1 whether it is the teacher's intention to return to teaching duties in the next school year.

#### Sabbatical Leave

C. Full time professional staff members are eligible to apply for sabbatical leave in accordance with the following provisions:

1. Only permanently certificated personnel who have completed a minimum of seven (7) years of continuous service in Red Bank are eligible.
2. Sabbatical leave shall be used for the purpose of graduate study or its equivalent. Utilization of sabbatical leave to engage in employment in other institutions or agencies will not be permitted.
3. Sabbatical Leave shall normally be for a full year.
4. The term of sabbatical leave shall coincide with the regular school year (July 1 June 30).
5. Not more than two staff members will be eligible for sabbatical leave during one school year.
6. Participants in the program shall be awarded half-pay for a full year's leave for full time study. Full time study means a minimum of twelve (12) credits per semester and one (1) year equals two (2) semesters.

7. Participants in the Sabbatical Leave Program are free to accept governmental and private grants to supplement their salary, however, the total income shall not exceed the participant's salary as a member of the staff.

8. All awards under the Sabbatical Leave Program are contingent upon the participant remaining a member of the staff of the Red Bank Public Schools for a minimum of two (2) full years following the participant's return from Sabbatical Leave. If the participant leaves the school district prior to the aforementioned two (2) year period, then the participant shall repay the Board the monies it received from the Board for the Sabbatical Leave.

9. Teachers interested in applying for sabbatical leave should submit their applications to the Office of the Superintendent no later than April 1 preceding the year of leave. The Board shall issue its determination no later than May 15.

10. The sabbatical leave shall be computed as equivalent to teaching experience in determining future salary status providing the teacher does not, at the same time, move laterally to the next higher salary scale.

11. Persons on sabbatical leave shall submit a document at the end of the study, of sufficient quality in the judgment of the Superintendent of Schools, to be placed in the teacher's professional library.

12. Proposed programs must be approved by the Superintendent and the Board of Education.

13. A teacher on tenure shall be granted a leave of absence without pay for up to one year to teach in an accredited college or university. All benefits to which the teacher was entitled at the time such leave of absence commenced, including credits towards sabbatical leave and sick leave, shall be restored to the teacher upon return to teaching service within the district.

#### Other Extended Leaves of Absence

D. Other than maternity, adoption, sabbatical, military, or severe illness leave, the following limitations are placed upon the granting of all other extended leaves which are granted without pay:

1. All leave shall be granted only to a teacher having tenure;
2. All leaves shall be for one school year or for two school years only;
3. A leave shall be granted only if a satisfactory replacement teacher is available and hired;
4. No more than two teachers in the district shall be on such leave in any school year.

E. Military leave shall be granted in accordance with applicable State or Federal law.

F. A leave of absence, in accordance with Paragraph D of the Article, shall be granted to a teacher who joins the Peace Corps, Vista, National Teacher Corps, serves as an exchange teacher, and is a full time

participant in any such program or accepts a Fulbright Scholarship, or who requests such leave for the purpose of caring for a sick member of the teacher's immediate family.

## **Article XVIII**

### **Professional Development and Educational Improvement**

The Board agrees to reimbursement of the cost of graduate credits subject to the following provisions.

- A. The teacher must possess a standard certificate in his area of function.
- B. The teacher must either be accepted and enrolled for a program leading to a Master's Degree in a field directly related to education or must request and receive approval in advance for graduate level studies in the field of the applicant's assignment in the teacher's school situation.
1. The Superintendent shall have the authority to approve all courses to be submitted for reimbursement prior to enrollment in such courses. Failure to obtain Superintendent prior approval shall result in denial of reimbursement.
  2. Whenever the Superintendent disapproves a course to be submitted for reimbursement, the Superintendent shall indicate the disapproval in writing and transmit it to the applicant immediately upon making such determination, including within the reason for such disapproval.
- C. If the teacher possesses a Masters Degree, the teacher must then be enrolled in a program leading either to the Masters Degree, Doctorate or Specialist directly related to education or must request and receive approval in advance for post-Master graduate level studies in the field of the applicant's assignment in the teacher's school situation.
- D. All teachers presently enrolled in graduate studies approved by the Superintendent of Schools and/or those teachers matriculated into a graduate program approved by the Superintendent of Schools shall be eligible for 15 graduate credits per year. Effective date is March 12, 2001. All other teachers shall be eligible for 6 graduate credits per year with the Superintendent of Schools approval. Effective date is March 12, 2001. Graduate credits shall be reimbursed at the prevailing Rutgers State University rate.
- E. The teacher must submit an official transcript and make application on or before October 1 for the preceding spring and/or summer term and March 1 for the preceding fall term. To be reimbursed applicants must be employees of the school system at the time application is made for reimbursement. Tuition payment shall be made within sixty (60) days after submission of college transcripts.
- F. The teacher must receive a grade of "A" or "B" or its equivalent. Only if the university or college involved has specified in its catalog that the specific course in question is graded only as "pass" or "fail", a grade of "pass" will be acceptable for reimbursement.
- G. The Board shall establish a grant program to encourage creative and innovative teachers to experiment in improving instruction and student learning during both the ten-month school year and the summer. These

proposed program grants must clearly define the objectives of the program and demonstrate measurable criteria for the accomplishment of objectives;

1. Proposal grants during the school year shall be adjunct to the regular teaching schedule and workday. Grants will include salary remuneration only when determined by the Superintendent that the project demands weekend, holiday, significant evening, or summer activity. Any salary remuneration and other funds to support the proposal shall be made on the recommendation of and at the discretion of the Superintendent of Schools.

2. Applications for grants during the summer should be filed by April 15. Applications for grants for the school year must be submitted no later than August 15.

3. Grants shall be limited to a minimum of \$100.00 and to a maximum of \$1,000.00.

The amount of grant shall be determined by means of the following formula: the annual salary of the individual making application divided by 1300 times the estimated hours mutually agreed upon between the individual making the application and the Superintendent of Schools. The tasks called for in the proposal must be completed in their entirety in order for the individual making application to receive payment.

4. The total amount of grants shall not exceed \$6,000.00 in any year July 1 through and including June 30. Proposals must be submitted in writing (see Appendix B), either individually or by a group of teachers, and reviewed by the building principal, with the principal's formal recommendation or lack of recommendation to the Superintendent of Schools, who makes the final recommendation to the Board.

5. Should funds not be available in the budget for such mini-grant program, such programs shall not be approved.

H. A teacher is to be moved across the salary guide as soon as that teacher has completed required courses and an official transcript has been received in the Superintendent's Office. Prior notification that this move is likely must be made in writing to the Office of the Superintendent upon registration for said courses.

I. Representatives designated by the Association will be involved in the planning of any in-service program for district employees.

**Article XIX**  
**Protection of Teachers, Students,**  
**and Property**

A. The Board shall give support including legal and other assistance for any assault upon the teacher while acting in the discharge of his duties. Financial support shall be limited to reasonable counsel fees.

B. 1. Teachers shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior. This should be done on appropriate forms.

2. Such notification shall be immediately forwarded to the Superintendent by the building principal who shall comply with any reasonable request from the teacher for information in the possession of the

Superintendent relating to the incident or the persons involved and shall act in appropriate ways as liaisons between the teacher, the police, and the courts.

3. The Board of Education shall not be required to provide access to those student records deemed to be confidential under Federal or State law or by order of a court of competent jurisdiction.

**Article XX**  
**Maintenance of Classroom Control**  
**and Discipline**

A. The Board recognizes its responsibility to continue to give administrative support and backing to its teachers, although each teacher bears the primary responsibility for maintaining control and discipline in the classroom. The teachers recognize that all disciplinary actions and methods invoked by them shall be reasonable and just and in accordance with established Board policy. It shall be the responsibility of the teacher to report to the teacher's principal in writing, on forms provided, the name of any student who, in the opinion of the teacher, needs particular assistance from skilled personnel. The teacher shall be advised by the principal of the disposition of the teacher's report that a particular student needs such assistance.

B. Each principal at the first faculty meeting of the school year will inform the faculty of the procedure in discipline cases. Each principal shall work out particular rules and regulations with his/her professional staff through a building committee consisting of two (2) Association appointed members and two (2) representatives of the Administration. This committee shall report to the staff any changes or additions to the disciplinary procedure.

C. If a teacher is dissatisfied with administrative action in any specific discipline case in which such teacher is involved, the teacher may request and meet with the building administrator in charge of discipline.

**Article XXI**  
**Insurance Protection**

The parties agree that all members of the bargaining unit shall enroll in the New Jersey State Health Benefit Plan for health benefits under the Plan's terms and conditions, excluding dental and prescription coverage. Dental and prescription coverage, as set forth in Article XXI, (D) and (E) will remain unchanged.

The Board of Education reserves the right to change carriers provided the coverage involved is equal to or better than the coverage as of the date of the change.

A. 1. The Board shall continue to provide the health care insurance protection designated below and shall fully pay the premium for each teacher and the teacher's dependents. Persons working less than 30 hours per week shall not be entitled to fringe benefits.

2. Part-Time Remedial Basic Skills Teachers shall be permitted to purchase Health Care Insurance for themselves and their dependents at the group rate.

B. The insurance program encompassed by this Agreement consists of:



1. Hospital benefits
2. Surgical benefits
3. X-ray/Laboratory benefits
4. Major medical benefits

C. The Board agrees to provide each new teacher a description of health care insurance coverage provided under this Article, which shall include a clear description of conditions and limits of coverage as listed above.

D. The Board shall continue to provide dental care coverage and shall pay the premium for the teacher and the teacher's dependents.

E. The Board shall provide a Prescription Plan with a \$10.00 co-pay. Coverage for oral contraceptives has been dropped.

F. All caps, if any, shall be increased so that no cost shall be borne by the teachers regarding insurance protection.

**Article XXII**  
**Deduction from Salary**

A. The Board agrees to deduct, from the salaries of its teachers, dues for the Red Bank Borough Education Association, the Monmouth County Education Association, the New Jersey Education Association, and the National Education Association as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with applicable New Jersey Statutes and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to NJEA by the 15th of each month following the monthly pay period in which deductions were made. Teacher authorizations shall be in writing in the form set forth below:

Authorization to Deduct Association Membership Dues

Name \_\_\_\_\_

Social Security # \_\_\_\_\_

School Building \_\_\_\_\_

District \_\_\_\_\_

To: Disbursing Officer \_\_\_\_\_

Board of Education \_\_\_\_\_

I hereby request and authorize the above named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organizations indicated in equal monthly payments for all or part of the current school year and for succeeding school years. I understand that the disbursing officer will discontinue such deductions only if I file such notice of withdrawal as of the January 1 or July 1 next succeeding the date on which notice of withdrawal is filed. I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amount due for the current school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the governing board and all of its officers from any liability therefore.

I designate the Association to receive dues and distribute according to the organization(s) indicated:

Association \_\_\_\_\_

County Education Association \_\_\_\_\_

New Jersey Education Association \_\_\_\_\_

National Education Association \_\_\_\_\_

1. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

2. Additional authorizations for dues deduction may be received after August 1 under rules established by the State Department of Education.

3. Any such written authorization may be withdrawn by any teacher at any time by the filing of notice of such withdrawal with the disbursing officer. The filing of notice of withdrawal shall be effective to halt deductions as of the January 1 or July 1 next succeeding the date on which the notice of withdrawal is filed.

B. Teachers shall be authorized to select tax shelters of their choice only if one company agrees to function as receiving and disbursing agent in relationship to all participating companies.

### **Article XXIII Miscellaneous Provisions**

A. If any provision of this 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.

B. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with the Agreement, the Agreement, during its duration, shall be controlling.

C. 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 teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status, age or sexual orientation.

D. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram, telefax, registered letter, or hand delivery to the following addresses:

1. If by Association, to Board at 76 Branch Avenue, Red Bank, New Jersey
2. If by Board, to the Association President's current address.

E. Nothing in this Agreement which changes pre-existing Board policy, rules, or regulations shall operate retroactively unless expressly so stated.

F. The parties agree that teachers shall continue to serve under the direction of the Superintendent of Schools 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.

G. It is understood that, under the rulings of the courts of New Jersey and the State Commissioner of Education, the Board of Education is forbidden to waive any rights or powers granted it by law.

H. Anything to the contrary notwithstanding, nothing contained in any section, paragraph, or sub-section of this Agreement shall be construed as to indicate that the Board has waived rights which are expressly required by the courts to be retained by the Board.

I. The cost of printing copies of this Agreement shall be shared by the parties and a copy of the printed Agreement shall be presented to all teachers.

J. Any full-time teacher in attendance at the yearly New Jersey Education Association Convention and who makes a purchase of educational materials from an exhibitor shall be reimbursed up to a maximum of twenty dollars (\$20.00) upon presentation of a paid receipt.

K. The Board shall provide a copy of written Board policies to the Association.

L. Teachers shall be reimbursed for legitimate travel in the course of their professional duties at the rate per mile authorized by the Internal Revenue Service for mileage deductions.

#### **Article XXIV**

##### **Representation Fee**

1. The Association shall, on or before September 30, deliver to the Board a written statement containing the following:

a) A statement that the Association has determined the amount of representation fee in accordance with the requirements of N.J.S.A. 34:13A-5.4.

b) A statement that the Association has established a "demand and return system" in accordance with the requirements of N.J.S.A. 34:13A-5.4.

c) A statement establishing the amount of yearly representation fees to be deducted from the salaries of each non-member. Such representation fee shall not exceed eighty-five percent (85%) of the regular membership dues, fees, and assessments.

d) A list of all employees who have failed to arrange for and become members of the Association and a request that the representation fee of such non-members be deducted in accordance with this Agreement.

2. Beginning with the first full pay period in November, the Board will commence deductions from salaries of such employees in accordance with Paragraph "3" below, of the full amount of the representation fee and will promptly transit the amount so deducted to the Association.

3. The Board will deduct the representation fee, in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list, during the remainder of the membership year in question. The deductions will begin with the first paycheck:

a) In November; or b) Thirty (30) days after the teacher begins the teacher's employment in a bargaining unit position, unless the teacher previously served in a bargaining unit position or was on lay-off, in which event, the deductions will begin with the first paycheck paid ten (10) days after the resumption of the teacher's employment in a bargaining unit position, whichever is later. The mechanics for deduction of representation fees and the transmission of such fees due to the Association as nearly as possible, shall be the same as those used for the deduction of regular membership to the Association.

4. On or about the last day of each month, beginning with the month this Agreement became effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.

5. The Association hereby agrees to indemnify, defend, and save harmless the Board from any claim, suit, or action of any nature whatsoever which may be brought at law or in equity, or before any administrative agency with regard to or arising from the deduction from the salaries of any employee of any sum of money as a representation fee under the provisions of this Agreement.

## **Article XXV**

### **Duration of Agreement**

This Agreement shall be effective as of July 1, 2003, and shall continue in effect until June 30, 2006. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

In witness whereof the parties have caused this Agreement to be signed by their respective Presidents, and attested to by their respective Secretaries, all on the day and year first above written.

Red Bank Board of Education

Rosemarie Kopka, Board President

Peter Noble, Negotiations Chair

Thomas Schroll,

As agreed: May 29, 2003

Red Bank Borough Education Association

Wendy Turnock, President

Teresa Ullmann, RBBEA Negotiations Chair

As agreed: May 29, 2003

Appendix A

Grievance # \_\_\_\_\_

**GRIEVANCE REPORT**

Submit to Principal or Immediate Superior

Building            Assignment    Name of Grievant      Date Filed

**STEP I**

A.      Date Cause of Grievance Occurred

\_\_\_\_\_

B.      1.      Statement of Grievance

\_\_\_\_\_

2.      Relief Sought

\_\_\_\_\_

(If additional space is needed in reporting Section B1 and 2, attach an additional sheet,)

\_\_\_\_\_  
Signature of Teacher and/or Association Officer

Date \_\_\_\_\_

C.      Disposition by Principal or Immediate Superior

\_\_\_\_\_  
Signature of Principal or  
Immediate Superior

\*original signed

Date \_\_\_\_\_

D.      Position of Grievant and/or Association

\_\_\_\_\_

\_\_\_\_\_  
Signature                                  Date  
Step II and Step III are on reverse side.

STEP II

A. Date Received by Superintendent or Designee \_\_\_\_\_

B. Disposition of Superintendent or Designee \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

Date

C. Position of Grievant and/or Association \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

Date

STEP III

A. Date Submitted to Arbitration \_\_\_\_\_

B. Disposition & Award of Arbitrator \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

Date

\_\_\_\_\_  
Date of Decision

**Appendix B**  
**Mini-Grant Application Format**  
**& Guidelines**

I. Title

A simple descriptive title providing a means of identifying and handling a grant when it is considered, approved, and/or evaluated.

II. Subject Area

What area of the curriculum or staff development is addressed by this grant.

III. Need or Problem

What specific educational or instructional need or area difficulty does the applicant expect this grant to solve

IV. Project Description

A. Overview of the Project

The applicant should provide a general description of the project

B. Target group to be served

Which particular group of students or staff would benefit from the project

C. Target Completion Date

The estimated date by which the applicant expected the project to be finished.

V. Objectives

A careful, complete specification of what the project would achieve; what deliverables would be provided, what long-term, institutionalized benefits would accrue to the target group and to the District

VI. Activities

A. Tasks performed by the applicant in the course of the project

B. Actions done by the target group in the course of the project

VII. Costs

A. Time required by the project of the grantee

B. Materials required by the project including reasons for their selection

C. Cost calculations

1. Labor costs as determined by the contract formula

2. Material cost estimates

Note: Any equipment which might be required in the course of the project must be handled through the normal budgetary process.

VIII. Evaluation

Describe exactly how the successful achievement of the objectives listed above would be determined, what measurements would be taken, etc.



## Appendix C

### Extra Work/Extra Pay Positions

POSITION	2003-2004	2004-2005	2005-2006		
<b>ATHLETICS</b>					
Athletic Director		25/hr	25/hr	25/hr	
Boys' Soccer Coach	1620	1693	1769		
Girls' Soccer Coach	1620	1693	1769		
Boys' Basketball	2247	2348	2454		
Assistant Coach	1463	1529	1598		
Girls' Basketball	2247	2348	2454		
Boys' Track	1620	1693	1769		
Girls' Track	1620	1693	1769		
Softball	1620	1693	1769		
Baseball	1620	1693	1769		
Intramural	25/hr	25/hr	25/hr		
Team Recordkeeper	25/hr	25/hr	25/hr	25/hr	
Sports Official	25/hr	25/hr	25/hr		
Cheerleading Advisor	1385	1447	1512		
Wrestling	2247	2348	2454		
<b>COORDINATORS</b>					
Early Childhood		25/hr	25/hr	25/hr	
Latchkey	25/hr	25/hr	25/hr		
Summer School Teacher		25/hr	25/hr	25/hr	
Parent	25/hr	25/hr	25/hr		
Extended School Day	5750	6009	6279		
<b>CERTIFIED SUPPORT POSITIONS</b>					
ESL Translator		25/hr	25/hr	25/hr	
Latchkey Teacher		25/hr	25/hr	25/hr	
Overnight Trip Supervisor		94/night	99/night	103/night	
Summer School Teacher		25/hr	25/hr	25/hr	
<b>MONITORS</b>					
After-School Activity	25/hr	25/hr	25/hr		
<b>OTHER POSITIONS</b>					
After-School Assignment		25/hr	25/hr	25/hr	
Middle School Band	977	1021	1067		
Primary School Band	977	1021	1067		
Chorus	977	1021	1067		
Future Teachers		25/hr	25/hr	25/hr	
Homework	25/hr	25/hr	25/hr		
Home Arts	25/hr	25/hr	25/hr		
Photography	25/hr	25/hr	25/hr		
Steel Band	2430	2539	2653		
Student Council	810	846	884		
Technology Club	1306	1365	1426		
Yearbook	810	846	884		

Overnight Trip Supervisors: Individuals shall choose either the specified monetary payment or compensatory release time at the rate of one day released for each night of the trip. The release time shall be taken after the State and District mandated testing.

**APPENDIX D 2003-04**

STEP	BA	B15	B30	MA	M15	M30	PHD
1	38,220	39,070	39,920	41,070	41,920	42,770	43,720
2	38,420	39,270	40,120	41,270	42,120	42,970	43,920
3	38,620	39,470	40,320	41,470	42,320	43,170	44,120
4	38,820	39,670	40,520	41,670	42,520	43,370	44,320
5	40,340	41,190	42,040	43,190	44,040	44,890	45,840
6	41,950	42,800	43,650	44,800	45,650	46,500	47,450
7	43,660	44,510	45,360	46,510	47,360	48,210	49,160
8	45,470	46,320	47,170	48,320	49,170	50,020	50,970
9	47,380	48,230	49,080	50,230	51,080	51,930	52,880
10	49,390	50,240	51,090	52,240	53,090	53,940	54,890
11	51,500	52,350	53,200	54,350	55,200	56,050	57,000
12	53,700	54,550	55,400	56,550	57,400	58,250	59,200
13	56,000	56,850	57,700	58,850	59,700	60,550	61,500
14	58,500	59,350	60,200	61,350	62,200	63,050	64,000
15	61,200	62,050	62,900	64,050	64,900	65,750	66,700
16	64,200	65,050	65,900	67,050	67,900	68,750	69,700
17	68,100	68,950	69,800	70,950	71,800	72,650	73,600
18	72,000	72,850	73,700	74,850	75,700	76,550	77,500

All credits for salary above the M.A. level must be on a graduate level. Evidence of courses completed must be made by submission of official school records. Certification credits do not apply. Courses above the M.A. must be in field. In accordance with Article X, Paragraph F2, the following positions shall receive an additional stipend: psychologist, social worker, guidance counselor, learning disabilities teacher consultant, student assistance advisor, and substance abuse counselor. Credit for teaching experience and placement on the salary guide: Full credit is given for teaching experience up through eleven years. If the candidate has thirteen years or more experience and has taken professional courses in the past five years, he will be given credit for thirteen years experience when employed. Teachers of Industrial Arts , who have experience in industry which is related to their teaching assignment, may be given partial credit for such experience.

Military Credit : 0 to 9 months - no credit; 9 months to 1 year, 9 months - 1 year credit; 1 year, 9 months to 2 years, 9 months - 2 years credit; 2 years, 9 months to 3 years, 9 months - 3 years credit; 3 years, 9 months to 4 years, 9 months - 4 years credit ; 4 years, 9 months to 5 years - 5 years credit.

## APPENDIX E 2004-05

STEP	BA	B15	B30	MA	M15	M30	PHD
1	39,040	39,890	40,740	41,890	42,740	43,590	44,540
2	39,240	40,090	40,940	42,090	42,940	43,790	44,740
3	39,440	40,290	41,140	42,290	43,140	43,990	44,940
4	39,640	40,490	41,340	42,490	43,340	44,190	45,140
5	40,340	41,190	42,040	43,190	44,040	44,890	45,840
6	41,950	42,800	43,650	44,800	45,650	46,500	47,450
7	43,660	44,510	45,360	46,510	47,360	48,210	49,160
8	45,470	46,320	47,170	48,320	49,170	50,020	50,970
9	47,380	48,230	49,080	50,230	51,080	51,930	52,880
10	49,680	50,530	51,380	52,530	53,380	54,230	55,180
11	52,180	53,030	53,880	55,030	55,880	56,730	57,680
12	54,790	55,640	56,490	57,640	58,490	59,340	60,290
13	57,530	58,380	59,230	60,380	61,230	62,080	63,030
14	60,410	61,260	62,110	63,260	64,110	64,960	65,910
15	63,430	64,280	65,130	66,280	67,130	67,980	68,930
16	66,610	67,460	68,310	69,460	70,310	71,160	72,110
17	69,950	70,800	71,650	72,800	73,650	74,500	75,450
18	73,500	74,350	75,200	76,350	77,200	78,050	79,000

All credits for salary above the M.A. level must be on a graduate level. Evidence of courses completed must be made by submission of official school records. Certification credits do not apply. Courses above the M.A. must be in field. In accordance with Article X, Paragraph F2, the following positions shall receive an additional stipend: psychologist, social worker, guidance counselor, learning disabilities teacher consultant, student assistance advisor, and substance abuse counselor. Credit for teaching experience and placement on the salary guide: Full credit is given for teaching experience up through eleven years. If the candidate has thirteen years or more experience and has taken professional courses in the past five years, he will be given credit for thirteen years experience when employed. Teachers of Industrial Arts, who have experience in industry which is related to their teaching assignment, may be given partial credit for such experience.

Military Credit : 0 to 9 months - no credit; 9 months to 1 year, 9 months - 1 year credit; 1 year, 9 months to 2 years, 9 months - 2 years credit; 2 years, 9 months to 3 years, 9 months - 3 years credit; 3 years, 9 months to 4 years, 9 months - 4 years credit ; 4 years, 9 months to 5 years - 5 years credit.

**APPENDIX F 2005-06**

STEP	BA	B15	B30	MA	M15	M30	PHD
1	40,040	40,890	41,740	42,890	43,740	44,590	45,540
2	40,490	41,340	42,190	43,340	44,190	45,040	45,990
3	40,940	41,790	42,640	43,790	44,640	45,490	46,440
4	41,390	42,240	43,090	44,240	45,090	45,940	46,890
5	41,890	42,740	43,590	44,740	45,590	46,440	47,390
6	42,400	43,250	44,100	45,250	46,100	46,950	47,900
7	43,700	44,550	45,400	46,550	47,400	48,250	49,200
8	45,500	46,350	47,200	48,350	49,200	50,050	51,000
9	47,400	48,250	49,100	50,250	51,100	51,950	52,900
10	49,700	50,550	51,400	52,550	53,400	54,250	55,200
11	52,200	53,050	53,900	55,050	55,900	56,750	57,700
12	54,800	55,650	56,500	57,650	58,500	59,350	60,300
13	57,550	58,400	59,250	60,400	61,250	62,100	63,050
14	60,840	61,690	62,540	63,690	64,540	65,390	66,340
15	64,230	65,080	65,930	67,080	67,930	68,780	69,730
16	67,720	68,570	69,420	70,570	71,420	72,270	73,220
17	71,310	72,160	73,010	74,160	75,010	75,860	76,810
18	75,000	75,850	76,700	77,850	78,700	79,550	80,500

All credits for salary above the M.A. level must be on a graduate level. Evidence of courses completed must be made by submission of official school records. Certification credits do not apply. Courses above the M.A. must be in field. In accordance with Article X, Paragraph F2, the following positions shall receive an additional stipend: psychologist, social worker, guidance counselor, learning disabilities teacher consultant, student assistance advisor, and substance abuse counselor. Credit for teaching experience and placement on the salary guide: Full credit is given for teaching experience up through eleven years. If the candidate has thirteen years or more experience and has taken professional courses in the past five years, he will be given credit for thirteen years experience when employed. Teachers of Industrial Arts, who have experience in industry which is related to their teaching assignment, may be given partial credit for such experience.

Military Credit : 0 to 9 months - no credit; 9 months to 1 year, 9 months - 1 year credit; 1 year, 9 months to 2 years, 9 months - 2 years credit; 2 years, 9 months to 3 years, 9 months - 3 years credit; 3 years, 9 months to 4 years, 9 months - 4 years credit ; 4 years, 9 months to 5 years - 5 years credit.

**SIDEBAR AGREEMENT**

Between Red Bank Borough Board of Education  
and Red Bank Borough Education Association  
July 8, 2003

The following correspondence has been agreed to between the Red Bank Board of Education and the Red Bank Education Association pertaining to the 2003-2004 Extended School Day coordinator position.

It is agreed between the District Superintendent on behalf of the Red Bank Board of Education and the Association President on behalf of the Red Bank Borough Education Association that the negotiated compensation of \$5,750.00 is consistent with the scope of the duties and responsibilities associated with the position as reflected on the attached job description.

Both parties agreed to the above terms.

Wendy Turnock, Association President  
Red Bank Borough Education Association

John A. Krewer, Superintendent of Schools  
Red Bank Borough

Frances Finkelstein, Board Secretary and Business Admin.  
Red Bank Borough

**SIDEBAR AGREEMENT**

Between Red Bank Borough Board of Education  
and Red Bank Borough Education Association

It is agreed by the Red Bank Borough Board of Education and the Red Bank Borough Education Association to amend the contract language as noted below.

## Appendix C

### Extra Work/Extra Pay Positions

The single position of Soccer coach shall be eliminated and replaced with the following:

Positions	2003-2004	2004-2005	2005-2006
Boys' Soccer Coach	\$1620	\$1693	\$1769
Girls' Soccer Coach	\$1620	\$1693	\$1769

In addition, the following position shall be added to Appendix C.

Positions	2003-2004	2004-2005	2005-2006
Wrestling Coach	\$2247	\$2348	\$2454

For the Red Bank Borough Board of Education:

Janet Jones, Board President 9/29/04  
For the Red Bank Borough Education Association:

Wendy Turnock, RBBEA President 9/29/04

### SIDEBAR AGREEMENT

Between Red Bank Borough Board of Education  
and Red Bank Borough Education Association

Both the Red Bank Borough Board of Education and the Red Bank Borough Education Association recognize that district staff has many areas of expertise, which can benefit their colleagues in the educational setting.

Further it is understood that district staff that receive training can, and should, be given the opportunity to train other staff.

To this end the parties agree, that staff who prepare Presentations, or present formal Presentations to their fellow staff shall receive reimbursement for their services according to this agreed formula. This includes Training/Presentations for which participants are awarded hours toward the 100-hour Professional Development requirement. The content of Training/Presentations must be consistent with district programs as approved by the Superintendent or his/her designee, and compensation funded through NCLB/Consolidated Grant monies.

Service Performed	Payment schedule
Preparation time for a first time Presentation (Hours determined in consultation with Supt.)	1.5 times the contractual hourly rate
Presentation outside of the contractual day	2.0 times the contractual hourly rate
Preparation time for Presentations given during Wed. meeting times or in-service days (Hours determined in consultation with Supt)	1.0 times the contractual hourly rate
Attendance at off campus training outside of the contractual day	1.0 times the contractual hourly rate

For the Red Bank Borough Board of Education:

Janet Jones, Board President 11/18/03

For the Red Bank Borough Education Association:

Wendy Turnock, President 12/12/03

**SIDEBAR AGREEMENT**

Between Red Bank Borough Board of Education  
and Red Bank Borough Education Association

It is agreed upon by the Red Bank Borough Board of Education and the Red Bank Borough Education Association to amend the contract language as noted below:

Article VI Teaching Hours and Teaching Load

A.6 All teachers in the Middle School shall teach six (6), forty-two (42) minute periods or the equivalent block time not to exceed 252 minutes.

For the Red Bank Borough Board of Education:

Janet Jones, Board President                      9/14/04

For the Red Bank Borough Education Association:

Wendy Turnock, President                      9/14/04

## SECRETARIES

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## **PREAMBLE**

This Agreement has been entered into on this 29th day of May, 2003, by and between the Board of Education of the Borough of Red Bank, New Jersey, hereinafter called the "Board," and the Red Bank Secretaries Association, hereinafter called the "Association."

## **ARTICLE I RECOGNITION**

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all contracted Secretarial/Clerical personnel employed by the Board, including:

All part-time and full-time secretaries and clerks;

But excluding: All confidential secretaries/assistants Part-time secretaries who are temporary or seasonal or used on an "as needed" basis.

## **ARTICLE II NEGOTIATION PROCEDURE**

A. In accordance with Chapter 123, Public Laws of 1974, the parties agree to enter into negotiations in a good-faith effort to reach agreement concerning the terms and conditions of employment.

B. Representatives of the Board and the Association shall commence negotiations in accordance with the rules and regulations of the Public Employees Relations Commission. During the interim period, between the date of submission of demands and the date of commencing of negotiations by the representatives, Association representatives shall meet as requested for the purpose of clarification of financial details and contractual meaning, with Board representatives, Superintendent, or the business administrator as is necessary.

C. Facts, opinions, proposals, and counter-proposals will be exchanged freely during the meeting or meetings in an effort to reach mutual understanding in agreement. The Board shall make available to the Association for inspection all pertinent records, data, and information of the Red Bank School District which are within public domain.

D. The Board agrees not to negotiate with any organization other than that designated as the representative pursuant to Chapter 123, Public Laws of 1974 for the duration of this Agreement.

E. This Agreement incorporates the entire understanding of the parties on matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

F. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement shall remain in full force and effect except that proposed

new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representatives before they are established.

### **ARTICLE III GRIEVANCE PROCEDURE**

#### **A. Definition**

A "grievance" shall mean a complaint by a secretary/ clerk that there has been to him/her a personal loss, injury or inconvenience because of a violation, misinterpretation or inequitable application of Board Policy, this agreement or an administrative decision affecting secretaries/clerks.

A grievance to be considered under this procedure must be initiated by the employee within thirty (30) calendar days from the time when the secretary/clerk knew or should know of its occurrence.

#### **B. Procedure**

1. (a.) Failure by the Board or Administration at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure by the aggrieved party or the Association 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.

(b.) It is understood that secretaries/clerks 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.

2. The Association may process a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

3. Any secretary/clerk who has a grievance shall discuss it first with his/her supervisor in an attempt to resolve the matter informally at that level.

4. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, he/she shall set forth his/her grievance, on the form provided, to the supervisor.

The supervisor shall communicate his/her decision to the employee in writing within five (5) school days of receipt of the written grievance.

5. The secretary/clerk, no later than five (5) school days after receipt of the supervisor's decision, may appeal the supervisor's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the supervisor as specified above and his/her dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days. The Superintendent shall communicate his/her decision in writing to the secretary/clerk and the supervisor.

6. If the grievance is not resolved to the secretary/clerk's satisfaction, he/she, not later than five (5) school days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the employee and render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board.

7. Rights of secretaries/clerks to representation:

(a.) Any aggrieved person may be represented at all stages of the grievance procedure by him/herself or, at his/her option, by a representative selected or approved by the Association.

(b.) When a secretary/clerk is not represented by the Association in the processing of a grievance, the Association shall at the time of submission of the grievance to the Superintendent, or any later level, be notified that the grievance is in process, have the right to be present and present its position in writing at all hearing sessions held concerning the grievance and shall receive a copy of all decisions rendered. A copy of the supervisor's written decision made in response to a written grievance shall be given to the Association immediately.

(c.) The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination or reprisal in presenting his appeal with respect to his personal grievances.

8. In the event a grievance is filed after the end of the school year and the beginning of the next school year, all reference to "school days" in the grievance procedure shall read "work days".

9. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

10. All meetings and hearings under this procedure shall not be conducted in public.

#### **ARTICLE IV RIGHTS OF THE PARTIES**

A. Pursuant to Chapter 123, Public Laws of 1974, members included in the negotiating unit have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to form, join, and assist any employee organization or refrain from any such activity. As a duly selected body exercising governmental powers under cover of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any member in the enjoyment of any rights conferred by Chapter 123, Public Laws of 1974, or other laws of New Jersey, or the Constitutions of New Jersey and the United States.

B. The Board, subject only to the language of this Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the right, in accordance with applicable laws and regulations:

1. to direct employees of the school district;

2. to hire, promote, transfer, assign, and retain employees in positions within the school district and to suspend, demote, discharge, or take other action against employees;
  3. to release employees from duties because of lack of work, or for other legitimate reasons;
  4. to maintain the efficiency of the school district entrusted to them;
  5. to determine the methods, means, and personnel by which such operations are to be conducted;
- and
6. to take whatever actions might be necessary to carry out the mission of the school district in situations of emergency.

Where policies have been or are adopted by the Board of Education in any or all of these areas, questions and issues arising thereunder shall be subject to the grievance procedure.

C. No member shall be disciplined or reprimanded without just cause. Any such actions asserted by the Board or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

D. Representatives of the Association and the New Jersey Education Association, shall be permitted to transact official business on school property at all reasonable times provided that this shall not interfere with or interrupt normal school operations and that the administration has been duly notified and approval has been secured.

E. The Association and its representatives shall be permitted to use school buildings at all reasonable hours for meetings. The principal of the building in question shall be given a reasonable advance notice, normally at least twenty-four (24) hours, of the time and place of all such meetings and the principal's approval secured.

F. Normally negotiations shall be scheduled after school hours. If negotiations are mutually scheduled during working hours, the Board will release, with pay, members of the negotiating team of the Association to conduct such negotiations.

G. The Association may be permitted to use school building facilities and equipment, including typewriters, xerox machines, calculating machines and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

## **ARTICLE V SCHOOL CALENDAR**

A. The Superintendent of Schools shall draw up a 12-month school calendar to recommend to the Board for its adoption at its discretion. The calendar may include a spring vacation, winter break and mid-winter break as is the present practice. When said breaks are scheduled, members shall not be required to work these vacation periods.

B. All twelve-month members shall receive:

- 2 weeks vacation after one (1) year of service.
- 3 weeks vacation after eight (8) years of service.
- 4 weeks vacation after 15 years of service.

All 12-month secretaries/clerks hired after January 24, 2000, shall receive a maximum of three (3) weeks vacation.

C. Members, with prior supervisory approval, will have the option of taking vacation time during the school year.

D. Members will not be required to report to work when school has been officially closed by the Superintendent as a result of an emergency closing due to inclement weather or on district-recognized holidays, except as otherwise provided. Should there be an emergency closing not caused by inclement weather which inhibits travel, members shall report to work at their assigned work stations or an alternate work site as provided by the Superintendent of Schools.

E. When school days must be added in order to meet the 180-day requirement, members shall be allowed to use vacation time and/or personal days if they have plans and, within five (5) school days after the formal announcement of the make-up days schedule, make a formal request to use such days.

F. Members shall have the benefit of a 1:00 p.m., dismissal, when scheduled, before the Thanksgiving and Christmas holidays.

G. Any paycheck which the employee would otherwise receive during a scheduled vacation shall be paid to the employee on the last day of work prior to the scheduled vacation dated on the day of receipt.

H. If a holiday falls during an employee's scheduled vacation period, the holiday shall not be charged as a vacation day.

I. When a member leaves employment with the school district, whether for retirement or any other reason, the member shall be paid for each day of vacation earned but not yet used. The rate of pay shall be calculated as the daily rate of pay on the current salary guide as of the date of termination.

## **ARTICLE VI WORK HOURS/WORK DAY**

A. Members shall work an eight (8) hour day inclusive of a one (1) hour lunch from September to June.

B. Members shall either work a seven (7) hour day inclusive of a one-half (1/2) hour lunch or a seven and one-half (7 1/2) hour day inclusive of a one (1) hour lunch during the months of July and August. At the discretion of the individual administrator, summer hours will be either 7:00 a.m., to 2:00 p.m., or 8:00 a.m., to 3:00 p.m., with the understanding that the office will be covered by at least one member until 3:00 p.m.

C. Members shall be entitled to reasonable breaks in the work day.

**ARTICLE VII  
EMPLOYMENT**

- A. Members may be granted 100% of secretarial/clerical experience to determine initial placement on the salary guide.
- B. Members shall be notified of their contract and salary status for the ensuing year no later than June 1 unless such contract and/or salary are not settled at the time.
- C. Previously accumulated unused sick leave days will be restored to all members returning from a Board-approved leave of absence, or who were placed on a preferred eligibility list, due to a reduction in force, upon their recall.
- D. Any member employed prior to February 1 of any school year whose term began prior to February 1 shall be given full credit for one (1) year of service towards the next step for the following year. Any member employed subsequent to February 1 of any school year shall remain on the same step of the salary guide for the following school year.

**ARTICLE VIII  
SALARIES**

- A. The salaries of all members covered by this Agreement are set forth in the schedule that is attached hereto and made a part hereof as Appendix A.
- B.
  - 1. Members employed on a twelve-month basis shall be paid semi-monthly for the term of the contract.
  - 2. Salary checks are due on the 15th and 30th of the month. Members may individually elect to have part of their monthly salary deducted from their pay and forwarded to MONOC Federal Credit Union.
  - 3. When a pay falls on or during a school holiday, vacation or weekend, members shall receive their pay checks on the last previous working day.
- C. Members who are assigned extra-work/extra-pay responsibilities shall be paid at an hourly rate prorated to their salaries.

**ARTICLE IX  
EVALUATION**

- A. All employees shall be evaluated by their immediate supervisors at least once yearly and all non-tenured members shall be evaluated at least twice a year to be followed in each instance by a written evaluation report and by a conference between the employee and his/her immediate supervisor for the purpose of identifying any deficiencies and extending assistance for their correction.

B. No material derogatory to an employee's conduct, service, character, or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review such material by affixing his signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material, and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the copy.

C. Although the Board agrees to protect the confidentiality of personal references, and other similar documents, it shall not establish any separate personnel file which is not available for the employee's inspection.

## **ARTICLE X SICK LEAVE**

A. All members employed shall be entitled to one day of sick leave per month each year based upon their contractual term of employment. Unused sick leave days shall be accumulated from year to year with no maximum limit.

B. The Board may by rule or by individual consideration grant such leave over and above the minimum sick leave defined in Paragraph A above pursuant to provisions in Title 18A:30-7.

C. 1. At the time of hiring a new member, the Board will grant two days of sick leave per year of service in another school district up to a maximum of twenty (20) days of sick leave. Such granted sick leave must be based upon the newly hired member's unused accumulated leave which had been earned elsewhere.

2. Members hired mid-year shall, at the time of hire, be granted sick leave at a rate of one day per month for the balance of that school year. The total entitlement shall be granted to the member at that time. Thereafter twelve-month members shall be credited with twelve (12) additional sick leave days at the beginning of the respective school year. Ten-month members shall be credited with ten (10) additional sick leave days.

D. Members will be entitled to receive sick leave pay for absence due to childbirth only for those specific days for which their doctor certified them to be sick.

E. All members who have completed twenty (20) years of service in the Red Bank School District will be paid in lieu of accumulated unused sick leave at a rate of \$27.50 per day to a maximum of \$2,000.00, upon retirement. In order to be eligible to receive this benefit, the member must notify the Board, in writing, at least three (3) months prior to the date of retirement that the member intends to retire. The letter of intent may be withdrawn no later than two (2) months prior to the date of retirement. The payment in lieu will be paid on the 15th of the month following the retirement date.

## **ARTICLE XI TEMPORARY LEAVE OF ABSENCE**

A. Members shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:

1. Five days of leave in the event of death in the immediate family. (Immediate family to mean husband, wife, son, daughter, mother, father, mother-in-law, father-in-law, grandmother, grandfather, brother, sister or stepparent or other relative living in the home or for whom member is support.)

2. Up to three days of leave in the event of serious illness in the immediate family.

3. Up to four days of leave to cover the following contingencies:

- a. Religious observance
- b. Death of a relative or close friend
- c. Subpoena to appear in court as a defendant
- d. Attendance at professional meetings, conferences and conventions
- e. For the purpose of receiving a degree
- f. For the purpose of school visitation
- g. To take special professional examination for advanced study
- h. Legal, personal, medical and business affairs

4. As provided in 3h above, personal affairs may not include leave for a vacation, except as permitted in Article V in reference to make-up days.

5. In the event a member wishes to accompany the member's spouse on a business related trip, the member may apply to the Board for such unpaid leave as may be necessary up to a maximum of five days, or may use vacation days for such purpose.

C. Leave as provided under sub-paragraph 1, 2, 3 and 4 above is not cumulative and may not be transferred from one category to another, with the exception that leave available under sub-paragraphs 3 and 4 may be transferred to sub-paragraph 1. If such transfer of leave is necessary, it shall provide for a maximum of five non-accumulative days and only in the event of a second occurrence in the school year of a death in the immediate family.

D. Request for leave under this Article shall be submitted to the supervisor who is empowered to grant it with due regard to the requirements of the respective department. Except for emergencies or extenuating circumstances, no leave shall be permitted the day prior to or the day following a school holiday or weekend.

E. Except in cases of emergency, all requests for leave shall be submitted in writing prior to the date requested, stating the reason for the request. After discretionary approval by the supervisor, which shall not be unreasonably withheld, the request shall be filed in the office of the Superintendent of Schools.

F. Members who have been requested by the Superintendent of Schools to represent the Red Bank Borough Public Schools at professional meetings, to visit other school systems, or to be absent from their regular duties for other professional reasons shall not be charged with absence or suffer loss of salary.

G. Personal days may be taken either as a whole day, or With 48 hours notice, as a one-half (1/2) day.

H. In the event a member has not utilized all leave days as authorized in paragraph A, subparagraph 4 of this Article, up to two (2) days shall be converted to sick leave and may be accumulated in the member's sick leave bank.



**ARTICLE XII  
EXTENDED LEAVE OF ABSENCE**

**A. Maternity Leave**

1. Unpaid leaves of absence for maternity may be granted to members who are under tenure for a period up to two (2) years upon application by the member and on the advice and recommendation of a physician. When a position exists which a member is qualified to fill, the member may return to service within the two year period.
2. Application for the leave should be made not later than three (3) months after pregnancy has been determined.
3. Any member on maternity leave shall notify the board prior to March 1 whether it is the member's intention to return to duties in the next school year. Failure to provide such notice shall be a declaration of intent not to return.
4. Members granted a leave of absence for maternity purposes are excluded from the benefits of sick leave except as provided in Paragraph d of Article X.

**B. Leave of absence for Adoption of Infant Child**

1. Unpaid leaves of absence for the adoption of an infant child may be granted to members who are under tenure when application is made for a period up to two (2) years upon application by the member. When a position exists which a member is qualified to fill, the member may return to service within the two year period.
2. Application for the leave should be made not later than three (3) months before the anticipated custody of the child by the member.
3. Members granted a leave of absence for the adoption of an infant child are excluded from the benefits of sick leave.
4. Any member on adoption leave shall notify the Board prior to March 1 whether it is the member's intention to return to duties in the next school year. Failure to provide such notice shall be a declaration of intent not to return.
5. No benefits herein are meant to supersede or diminish benefits under the Family Leave Act.
6. Military leave shall be granted in accordance with applicable State or Federal law.

**ARTICLE XIII  
PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

The Board agrees to reimbursement of the cost of college credits subject to the following provisions:

- A. College credits shall be reimbursed at the rate of \$500.00 per school year, each year commencing July 1 and ending June 30. Courses shall be approved by the immediate supervisor prior to registration.

B. The member must submit an official transcript and make application for reimbursement on or before October 1 for the preceding spring and/or summer term and March 1 for the preceding fall term. To be reimbursed, members must be employees of the school system at the time application is made for reimbursement. Tuition payment shall be made within sixty (60) days after submission of college transcripts.

C. The member must receive a grade "A" or "B" or its equivalent. Only if the university or college involved has specified in its catalog that the specific course in question is graded only as "pass" or "fail" will a grade of "pass" be acceptable for reimbursement.

**ARTICLE XIV  
INSURANCE PROTECTION**

A. The parties agree that all members of the bargaining unit shall enroll in the New Jersey State Health Benefit Plan for health benefits under the Plan's terms and conditions, excluding dental and prescription coverage. Dental and prescription coverage, as set forth in Article XXI (D) and (E) of the teachers' contract will remain unchanged.

B. The Board of Education reserves the right to change carriers provided the coverage involved is equal to or better than the coverage as of the date of the change.

C. The Board shall reimburse each member up to \$100 annually for vision care, including an annual eye examination by a qualified optometrist or ophthalmologist and the cost of any corrective glasses or lenses.

**ARTICLE XV  
DEDUCTIONS FROM SALARY**

A. 1. The Board agrees to deduct, from the salaries of its members, dues for the Association and the New Jersey Education Association as said members individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with applicable New Jersey Statutes and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the Association by the 15th of each month following the monthly pay period in which deductions were made. The Association Treasurer shall disburse such monies to the appropriate Association or associations. Member authorizations shall be in writing in the form set forth below:

-----

**AUTHORIZATION TO  
DEDUCT ASSOCIATION MEMBERSHIP DUES**

Name \_\_\_\_\_ Social Security No.  
\_\_\_\_\_

School building \_\_\_\_\_ District  
\_\_\_\_\_

To: Disbursing Officer \_\_\_\_\_ Board of Education

I hereby request and authorize the above-named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organizations indicated, in equal monthly payments for all or part of the current school year and for succeeding school years. I understand that the disbursing officer will discontinue such deductions only if I file such notice of withdrawal as of the January 1 or July 1 next succeeding the date on which notice of withdrawal is filed. I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amount due for that current school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the governing board and all of its officers from any liability therefore.

I designate the Association to receive dues and distribute them according to the organization(s) indicated:

Association \_\_\_\_\_  
New Jersey Education Association \_\_\_\_\_  
-----

2. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

3. Additional authorizations for dues deduction may be received after August 1 under rules established by the State Department of Education.

4. Any such written authorization may be withdrawn by any member at any time by filing the notice of such withdrawal with the disbursing officer. The filing of notice of withdrawal shall be effective to halt deductions as of the January 1 or July 1 next succeeding the date on which notice of withdrawal is filed.

B. Members shall be authorized to select tax shelters of their choice only if one company agrees to function as receiving and disbursing agent in relationship to all participating companies.

**ARTICLE XVI  
MISCELLANEOUS PROVISIONS**

A. If any provision of this Agreement or any application of this Agreement to any member or groups of members 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.

B. Any individual contract between the Board and an individual member, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, the Agreement, during its duration, shall be controlling.

C. 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 or promotion, or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, or sexual orientation.

D. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this agreement, either party shall do so by telegram or registered letter at the following addresses:

1. If by Association to Board, at 76 Branch Avenue, Red Bank, New Jersey 07701
2. If by Board to Association, to the President of the Association

E. Nothing in this Agreement which changes pre-existing Board policy, rules, or regulations shall operate retroactively unless expressly so stated.

F. The parties agree that members shall continue to serve under the direction of the Superintendent of Schools 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.

G. 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.

H. Anything to the contrary notwithstanding, nothing contained in any section, paragraph or sub-section 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.

I. The Board shall provide a copy of the contract to the Association.

## **ARTICLE XVII REDUCTIONS IN FORCE**

In the event that there are reductions in force among the Secretarial Unit, such reductions in force shall be accomplished using seniority and performance criteria as described below:

1. Each Secretarial Unit employee shall be evaluated by April 30 of each calendar year.
2. Within the written evaluation shall be a four point scale as follows:
  - 1 = Outstanding/superior
  - 2 = Satisfactory
  - 3 = Needs improvement
  - 4 = Unsatisfactory
3. The following areas shall be evaluated with the four point scale:
  1. Performance in terms of quality of work produced within job description/assignment.
  2. Performance in terms of timeliness regarding job assignments.
  3. Overall secretarial/clerical skills.
  4. Interaction with public/staff members.
  5. Attendance

4. The points earned in each of the five areas shall be added together and applied to the performance side of the matrix listed below. After the first year of the system, the most recent two years shall be used and averaged together to determine the performance

5. Years of service shall be calculated as of April 30 (the final date for evaluation) and shall be divided into the following subsets:

- a. Less than one year (non-tenured)
- b. Greater than one year, but less than three years (non-tenured)
- c. Greater than three years, but less than seven years (tenured)
- d. Greater than seven years, but less than eleven years (tenured)
- e. Equal to or greater than eleven years (tenured).

6. In order to create a list for reductions in force, the district shall compile a matrix creating categories based upon years of service and evaluation rating as follows:

POINTS	0-1 YEARS	1-3 YEARS	3-7 YEARS	7-11 YEARS	11 YEARS +
5-9	7	8	16	18	20
10-11	5	6	15	17	19
12-14	3	4	12	13	14
15-20	2	1	9	10	11

7. If a reduction in force becomes necessary, the category with the lowest number within the matrix will experience the first layoff, in inverse order of seniority within the category. Further layoffs shall occur within the category until all within the category are laid off. The next layoff will then occur within the next lowest category and so on. Layoffs shall continue in this manner until all necessary reductions have been made.

8. Individuals in categories 9-20, by virtue of having tenure, have an automatic right to recall when a vacancy exists.

## **ARTICLE XVIII DURATION OF AGREEMENT**

This agreement shall be effective as of July 1, 2003, and shall continue in effect until June 30, 2006. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective Presidents and/or members of the duly authorized negotiations committees, and attested to by their respective secretaries, all as of

May 29, 2003, and ratified by the respective parties.

**FOR THE RED BANK BOROUGH BOARD OF EDUCATION**

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Rosemarie Kopka, Board President

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Peter Noble, Negotiations Chair

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Thomas Schroll

FOR THE RED BANK SECRETARIES ASSOCIATION

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Wendy Turnach, President

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Teresa Ullmann, RBBEA Negotiations Chair

---

JoAnn Hamm, Secretarial Representative

**APPENDIX A**  
**2003-2006 Secretarial/Clerical Salary Guides**

2003-2004 Salaries:

Step	Clerk Typist (Group 1)	Secretary (Group 2)
1	\$23,309	\$27,204
2	\$24,067	\$28,088
3	\$24,849	\$29,001
4	\$25,656	\$29,944
5	\$26,490	\$30,917
6	\$27,351	\$31,922
7	\$28,240	\$32,959
8	\$29,158	\$34,031
9	\$30,105	\$35,137
10	\$31,084	\$36,278
11	\$32,094	\$37,458
12	\$33,137	\$38,675
13	\$34,214	\$39,932
14	\$35,326	\$41,230

2004-2005 Salaries:

Step	Clerk Typist (Group 1)	Secretary (Group 2)
1	\$24,272	\$28,328
2	\$25,060	\$29,249
3	\$25,875	\$30,199
4	\$26,716	\$31,181
5	\$27,584	\$32,194
6	\$28,481	\$33,240
7	\$29,406	\$34,321
8	\$30,362	\$35,436
9	\$31,349	\$36,588
10	\$32,368	\$37,777
11	\$33,420	\$39,005
12	\$34,506	\$40,272
13	\$35,627	\$41,581
14	\$36,785	\$42,932

2005-2006 Salaries:

Step	Clerk Typist (Group 1)	Secretary (Group 2)
1	\$25,272	\$29,495
2	\$26,093	\$30,454
3	\$26,941	\$31,443
4	\$27,817	\$32,465
5	\$28,721	\$33,520
6	\$29,654	\$34,610
7	\$30,618	\$35,735
8	\$31,613	\$36,896
9	\$32,640	\$38,095
10	\$33,701	\$39,333
11	\$34,796	\$40,611
12	\$35,927	\$41,931
13	\$37,095	\$43,294
14	\$38,300	\$44,701

Ten month employees – 5/6 of above salaries  
\$300 longevity – 15 years of service  
\$200 longevity – additional at 20 years of service

**APPENDIX B  
FORM A**

FROM: \_\_\_\_\_, Grievant

TO: \_\_\_\_\_, Grievance Officer

DATE: \_\_\_\_\_

DESCRIPTION OF GRIEVANCE:  
(Include the date the alleged grievance took place).

Signature of Grievant: \_\_\_\_\_

\_\_\_\_\_  
(This portion to be used by Grievance Officer ONLY)

Step #2

TO: \_\_\_\_\_ Grievant

FROM: \_\_\_\_\_, Grievance Officer

DATE: \_\_\_\_\_

RESPONSE TO GRIEVANCE:

FORM B  
Step #3

FROM: \_\_\_\_\_, Grievant

TO: \_\_\_\_\_, Superintendent

DATE: \_\_\_\_\_

(Grievance Report Form A is hereby attached for APPEAL to the Superintendent.)

Signature of Grievant: \_\_\_\_\_

\_\_\_\_\_  
(This portion to be used by Superintendent ONLY)

Step #4

TO: \_\_\_\_\_, Grievant

FROM: \_\_\_\_\_, Superintendent

DATE: \_\_\_\_\_

RESPONSE TO GRIEVANT'S APPEAL:

Signature of Superintendent: \_\_\_\_\_

Date Appeal Received: \_\_\_\_\_

FORM C

FROM: \_\_\_\_\_, Grievant

TO: \_\_\_\_\_



DATE: \_\_\_\_\_

(The attached Grievance Forms A and B are hereby submitted for your information pertaining to my complaint).

Signature of Grievant: \_\_\_\_\_

Step #6

TO: \_\_\_\_\_, Grievant

FROM: \_\_\_\_\_

DATE: \_\_\_\_\_

RESPONSE TO SECOND APPEAL:

## INSTRUCTIONAL ASSISTANTS

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## **PREAMBLE**

This Agreement (“Agreement”) entered into as of the 1st day of July, 2003, by and between the Board of Education of the Borough of Red Bank, in the County of Monmouth (hereinafter referred to as “Board”) and the Red Bank Borough Education Association on behalf of the Instructional Assistants Unit (hereinafter referred to as “Association”).

### **Article I Recognition**

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and conditions of employment for all Instructional Assistants (hereinafter referred to as “employee(s)”), excluding substitutes, employed by the Board.

### **Article II Grievance Procedure**

#### **A. Line of responsibility and Procedure of Grievance**

1. Each employee shall be responsible through the Superintendent of Schools to the Board.
2. Problems and matters of routine operation should be referred to the Principal in charge of the school in which the problem arises.
3. All situations of grievance nature shall follow the state course of action.

#### **B. Definition of a Grievance**

1. A grievance is a claim by an employee or group of employees that there has been a violation of the Agreement or an administrative decision which adversely affects the terms and conditions of employment of an employee.

#### **C. Policy**

1. The employee or employees concerned in a grievance shall have the right to present their own appeal or to designate appropriate representatives of their own choosing to appear with them at any step of the appeal.
2. When an employee is not represented by the Association, the Association shall have the right to be present at all stages of the procedure beyond Level One (Informal Level).
3. Through the constitutional rights of the party or parties concerned to counsel or representation by those outside the profession are guaranteed, encouragement to arrive at a satisfactory solution within the channels of the profession is strongly advised.
4. This Agreement expressly prohibits the submission of any grievance to arbitration and encourages the mutual discussion and resolution of any problems on a professional plane.

#### **D. Procedure**

1. Level One - (Informal Level)
  - a. An aggrieved employee shall institute action under the provisions of this article within ten (10) calendar days of the complained occurrence.

b. A grievance shall be discussed with the Principal or the appropriate administrator in an attempt to resolve the matter informally within ten (10) calendar days, unless a longer period of time is agreed to by both parties.

2. Level Two - (Formal Level)

a. If the matter is not resolved to the grievant's satisfaction at Level One, the employee shall submit the grievance, in writing, to the Principal or the appropriate administrator within ten (10) calendar days of the determination made at Level One.

b. The written grievance shall specify:

- i. The nature of the grievance;
- ii. The results of the previous discussion;
- iii. The basis of dissatisfaction with the determination previously made;
- iv. The remedy requested.

c. A written decision shall be rendered by the Principal or the appropriate administrator within ten (10) calendar days after receipt of the written grievance.

3. Level Three

a. The employee, not later than ten (10) calendar days after the receipt of the written decision of the Principal or the appropriate administrator may appeal the decision to the Superintendent.

b. The appeal must be in writing and must include all relevant documents generated by Level Two, as well as a statement explaining the employee's dissatisfaction with the decision previously rendered.

c. The employee shall, at the time the appeal is filed, also furnish the Principal or the appropriate administrator with a copy of any newly generated documentation.

d. The Superintendent shall attempt to resolve the matter as quickly as possible and may conduct such hearings as the Superintendent deems necessary.

e. Within ten (10) calendar days after receipt of the written grievance (unless a different period of time is mutually agreed upon), the Superintendent shall, in writing, advise the employee of the determination made and shall forward a copy of said determination to the Principal of the aggrieved employee and to the Association.

4. Level Four

a. In the event a determination by the Superintendent is deemed unsatisfactory by the employee, the employee, within ten (10) calendar days after receipt of the Superintendent's written decision at Level Three (unless a different period of time is mutually agreed upon), may appeal to the Board, through the Superintendent.

b. Where an appeal is taken to the Board, there shall be submitted by the grievant to the Superintendent a complete file of all documents generated at previous levels and a further statement in writing setting forth the grievant's dissatisfaction with the Superintendent's action.

c. The Superintendent shall add such explanatory statements as the Superintendent deems necessary with a copy to the grievant who shall have the right to reply thereto.

d. The Superintendent shall present the appeal to the Board or a committee thereof as soon as practicable.

e. The board, or a committee thereof, shall consider the written record submitted to it.

f. The Board may, on its own initiative, and shall, upon request of the employee, conduct additional hearings.

g. The Board may also request the submission of additional written material.

h. Where additional written materials are requested by the Board, copies thereof shall be served upon the adverse parties who shall have the right to reply thereto.

i. The Board shall make a determination within ten (10) calendar days from the next available Board meeting and shall, in writing, notify all interested parties of its determination.

j. This time period may be extended by mutual agreement of the parties.

### **Article III Board Rights**

Except as expressly stated herein, the Board, on its own behalf and on behalf of the electors of the district, retains and reserves unto itself, all powers, rights, responsibilities, authority and duties conferred and vested in it by the Laws of the State of New Jersey including the right to the management and administrative control of the school system and its properties.

### **Article IV Calendar**

The initial calendar will be adopted by the Board. Once adopted by the Board, any changes due to emergency closings during the school year shall be provided to the Association during the development of the new calendar and prior to adoption by the Board.

### **Article V Work Schedule**

A. The work day for full time employees shall consist of seven (7) hours of work, inclusive of breaks and a lunch period scheduled by the principal of each of the schools. Break time and lunch time together shall add up to sixty (60) minutes per day.

B. Each employee shall be advised of a regular starting and ending time.

C. The starting time for each employee shall be determined by the Superintendent of Schools.

### **Article VI Sick Leave**

A. All employees shall be allowed sick leave with full pay as follows:

1. Sick leave shall consist of ten (10) equivalent days per year.

2. A doctor's certificate shall be submitted to the Superintendent's office by the employee when said sick leave extends five (5) consecutive days or longer.

3. Any unused days of sick leave shall accumulate pursuant to statute.

### **Article VII LEAVE OF ABSENCE**

A. Temporary Leaves of Absence with Pay

1. An employee will be granted up to five (5) days per year, upon request, when death occurs in the immediate family. The term "immediate family" shall mean spouse, significant other, child, parent, step-parent,

mother-in-law, father-in-law, brother, sister, grandchild, grandparent, brother-in-law, sister-in-law, or other relative living in the home or whom the employee supports.

2. Four (4) days' leave of absence with pay will be granted, upon request, to attend to matters of emergency which are so pressing that they demand immediate attention, and can be taken care of only during a working day. These days may not be used to lengthen a vacation or taken immediately before or immediately after any vacation or holiday period or period of time when school is not in session. If, at the end of a school year, the employee has at least two (2) personal days left on record, these days shall be converted into sick days to a maximum of two (2). These personal days may not be accumulated.

3. Three (3) days per year with full pay will be granted to employees to care for a member of the immediate family who is ill. A physician's certificate verifying the illness of the family member and the requirement of the employee to be present to care for the family member must be submitted in accordance with paragraph A.4 below.

4. Application for temporary leave as defined above shall, whenever possible, be made at least two (2) days in advance of the contemplated absence. When prior notification is not possible, the reason relative to the absence will be submitted, in writing, within two (2) days after returning to duty.

#### **B. Extended Leaves of Absence - Disability**

1. An employee who anticipates a period of disability shall notify the Superintendent in writing at least sixty (60) days prior to the commencement of a disability leave. In the case of maternity related disability, the employee shall notify the Superintendent of the anticipated date of delivery. The employee shall be entitled to use accumulated sick leave during the period of disability. In the case of an emergency, the employee shall notify the Superintendent in writing as soon as possible.

2. Should the Administration determine that an employee is unable to fulfill the requirements of employee's position due to disability, the Board may commence the disability leave at an earlier date. This additional leave time required by the Board shall be with pay and all benefits. This additional leave time shall not reduce the employee's accumulated sick leave.

### **Article VIII Salaries**

A. Salaries shall be set forth in accordance with the salary guides in Schedule A.

#### **B. Additional Stipends**

1. \$200 annually for holding a County Substitute Certificate.
2. \$400.00 annually for holding a Teaching Certificate.
3. \$2,000.00 annually for holding a degree from an accredited institution.
4. \$200.00 annual stipend for five (5) years longevity.
5. \$400.00 annual stipend for ten (10) years longevity which will replace the five (5) year longevity stipend.

### **Article IX Sick Leave Reimbursement at Retirement**

A. After twenty (20) years of service in Red Bank, accumulated sick leave shall be reimbursed, upon retirement, at the daily rate of \$27.50 for an employee holding a degree and \$15.00 per day for an employee without a degree.

B. It shall be understood that the daily rate will be prorated to the degree date, i.e., if an employee works in the district twenty (20) years, ten (10) of which was an employee without a degree, ten (10) years of the retirement stipend will be subject to non-degree status.

## **Article X Tuition Reimbursement**

It shall be understood that tuition reimbursement of \$700.00 per year shall be subject to prior approval by the Superintendent of Schools. Candidates for tuition reimbursement shall be enrolled in a program leading to an Associate's degree or Bachelor's degree in Education. Online and video courses shall not be eligible for reimbursement unless they receive the prior approval of the Superintendent and are a requirement in a program of study leading to an Associate's degree or Bachelor's degree in education.

## **Article XI Evaluations**

Each employee shall be evaluated at least once during every work year and shall be given a copy of each evaluation report.

## **Article XII Insurance Protection**

The parties agree that all members of the bargaining unit who satisfy the eligibility requirements shall enroll in the New Jersey State Health Benefit Plan for health benefits under the Plan's terms and conditions, excluding dental and prescription coverage. Dental and prescription coverage, as set forth in subparagraphs (D) and (E) of this Article will remain unchanged.

The Board reserves the right to change carriers provided the coverage involved is equal to or better than the coverage as of the date of the change.

A. The Board shall continue to provide the health care insurance protection designated below and shall fully pay the premium for each employee and the employee's dependents. Employees working less than thirty (30) hours per week shall not be entitled to fringe benefits.

B. The insurance program encompassed by this Agreement consists of:

1. Hospital benefits.
2. Surgical benefits.
3. X-ray/Laboratory benefits
4. Major medical benefits.

C. The Board agrees to provide each new employee with a description of health care insurance coverage provided under this Article, which shall include a clear description of conditions and limits of coverage as listed above.

D. The Board shall continue to provide dental care coverage and shall pay the premium for the employee and the employee's dependents.

E. The Board shall provide a Prescription Plan with a \$10.00 co-pay.

**Article XIII**  
**Part-Time Instructional Assistants**

Part-time employees shall be eligible for prorated benefits listed in Articles, VIII, IX, and X. Part-time employees shall receive a prorated salary.

**Article XIV**  
**Duration**

This Agreement shall remain in full force and effect for a period of three (3) years commencing July 1, 2003, and shall expire June 30, 2006.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

**SCHEDULE A**  
**RED BANK**  
**INSTRUCTIONAL ASSISTANTS**  
**SALARY GUIDES**

Step	2003-2004	2004-2005	2005-2006
1	\$19,644.00	\$20,498.00	\$21,390.00
2	\$19,691.00	\$20,547.00	\$21,441.00
3	\$19,738.00	\$20,596.00	\$21,492.00
4	\$19,785.00	\$20,645.00	\$21,544.00
5	\$19,832.00	\$20,695.00	\$21,595.00
6	\$19,879.00	\$20,744.00	\$21,646.00
7	\$19,926.00	\$20,793.00	\$21,697.00