

**Red Bank Borough Public Schools
Red Bank, New Jersey**

1974

Contract

July 1, 1993 -- June 30, 1996

between

Red Bank Borough Board of Education

and

Red Bank Administrative Unit

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new material = italics*

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Preamble

This agreement entered into this ~~22nd~~ day of ~~September 1993~~ by and between the Board of Education of Red Bank, New Jersey, herein after called the "Board," and the Red Bank Administrative Unit, hereinafter called the "Unit."

Article I

Recognition

- A. The Board hereby recognizes the Unit 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:

Principals
Vice Principals
Directors
COordinators
Supervisors

But excluding:

teachers, business manager, secretary to the Board of Education, team leaders, aides, supervisor of business and finance, supervisor of buildings and grounds, superintendent of schools, and all positions not specifically listed above..

- B. Unless otherwise indicated, the term "members" when used hereinafter in this Agreement, shall refer to all professional employees in the negotiating unit as above 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. The Unit shall meet with the Board to commence negotiations in accordance with the rules and regulations of the Public Employment Relations Commission.
- C. The parties shall meet as requested for the purpose of clarification of financial details, contractual meaning, and matters affecting the educational process as is necessary.
- D. 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 Unit for inspection all pertinent records, data, and information of the Red Bank School District which are within public domain.
- E. 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.
- F. 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.
- G. All terms and conditions of employment shall remain in full force and effect until a new Agreement has been negotiated.

Article III

Grievance Procedure

A. Definition

A "grievance" shall mean a complaint by a member that there has been to him a personal loss, injury, or inconvenience because of a violation, misinterpretation, or inequitable application of Board Policy, this Agreement, or an administrative decision affecting his/her terms and conditions of employment. A grievance to be considered under this procedure must be initiated by the member within thirty(30) calendar days from the time when the member 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 with the specified time limits shall permit the aggrieved member to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
(b) It is understood that members 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 Unit may process a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.
3. Any member who has a grievance shall discuss it first with his immediate superior 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 member within five(5) school days, he shall set forth his grievance, on the form (see Appendix A) provided, to his/her immediate superior.
The immediate superior shall communicate his decision to the member in writing within five(5) school days of the receipt of the written grievance.
5. The member, no later than five(5) school days after receipt of the immediate superior's decision, may appeal the immediate superior's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the immediate superior as specified above and his or 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 decision in writing to the member and the immediate superior.
6. If the grievance is not resolved to the member's satisfaction, he/she, 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 member and render a decision in writing within thirty(30) calendar days of receipt of the grievance by the Board. In the event of a grievance by a non-tenured member which arises by reason of his not being re-employed, the Board shall hold a grievance meeting with the non-tenured member if such member so requests it.

7. If the decision of the Board does not resolve the grievance to the satisfaction of the Unit and the Unit 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 any of the following points:
 - (a) Any matter for which a method of review is prescribed by law or any rule or regulation of the State Commissioner of Education or any matter which according to law is either beyond the scope of Board authority or limited to action by the Board alone.
 - (b) A complaint of a non-tenured member which arises by reason of his not being re-employed.
 - (c) A complaint by any certificated personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required.
8.
 - (a) The following procedure will be used to secure the services of an arbitrator:
 - (1) A joint request will be made to the County Superintendent of Schools, State Department of Education, or American Arbitration Association to function as an arbitrator in the dispute in question.
 - (b) The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The decision of the arbitrator shall be final and binding upon both parties. Only the Board and the aggrieved and his/her representatives 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 members to representation:
 - (1) Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by a representative selected or approved by the Unit.
 - (2) When a member is not represented by the Unit in the processing of a grievance, the Unit 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 its position presented in writing at all hearing sessions held concerning the grievance. Copies of all materials relevant to the grievance shall be sent to that person designated by the Unit.
 - (3) The Board and the Unit shall assure the individual freedom from restraint, interference, coercion, discrimination, or reprisal in presenting

his/her appeal with respect to his/her 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 not 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.

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 member 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 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. Whenever any member is required to appear before the Board or committee or member thereof concerning any matter which could adversely affect the continuation of that member, in his office, position, or employment or the salary or any increments pertaining to, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of his own choosing to advise and represent him during such meeting or interview.
- E. Representatives of the Unit and other educational associations shall be permitted to transact official unit business on school property at all reasonable times provided that this shall not

interfere with or interrupt normal school operations and that the Superintendent has been duly notified and approval has been secured.

- F. The Board agrees to furnish to the Unit, upon request, the agenda and a copy of the minutes of all public Board meetings, and the names and addresses of all Unit members.
- G. The Unit and its representatives shall be permitted to use school buildings at all reasonable hours for meetings. The Superintendent shall be given a reasonable advance notice, normally at least twenty-four(24) hours, of the time and place of all such meetings and his approval secured.
- H. The Unit may be permitted to use school building facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Unit shall pay for the reasonable cost of all materials and supplies incident to such use and shall be liable for damage which they cause to the equipment.
- I. The Unit 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.

Article V

Administrative Load

- A. ~~The normal working day of the members of the Administrative Unit shall be as follows:~~

~~8:30 a.m. -- 4:30 p.m.~~

~~or~~

~~8:00 a.m. -- 4:00 p.m.~~

Administrators will arrive at their work place in time to commence their professional duties and remain until such time as their professional duties are completed.

- B. Members of the Unit are normally entitled to a one-hour duty-free lunch period daily.
- C. Unit members have in the past attended school-related meetings and programs and will continue to attend school-related meetings and programs, at the request of the Superintendent of Schools.
- D. Up to a maximum of five vacation days may be used by administrators while school is in session with a week's prior notice and approval by the Superintendent limited to no more than two days at a time. No more than two building-based administrators shall be on vacation under this Article simultaneously.

Article VI

Unit-Member Employment

- A. 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. Members with previous experience in the Red Bank School District and who were on tenure at the time of their leaving shall, upon returning to the system, receive full credit on the salary schedule for all teaching experience required by the Peace Corps, Vista, National Teacher Training Corps, or while functioning as an exchange member or overseas member, or as a recipient of a Fulbright Scholarship, or who returns from a sabbatical leave, provided that such members 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 members shall also have returned to them all accumulated sick leave.
- C. ~~Members shall be notified of their contract and salary status for the ensuing year no later than April 30 unless such are not settled at the time.~~ *shall be notified of their contract and salary status for the ensuing year in accordance with applicable statute and Administrative Code.* Members will notify the Board within fifteen(15) calendar days after receiving their notification of their intent.
- D. Previously accumulated unused sick leave days will be restored to all members returning from a Board-approved leave of absence.
- E. Any member employed prior to February 1 of any school year will receive credit for one year. Members employed after February 1 will stay on the same step the following year.

Article VII

Salaries

- A. 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 to an arbitrator.
- B.
1. Members employed on a twelve-month basis or on a ten-month basis shall be paid semi-monthly for the term of their contract.
 2. Members may individually elect to have part of their monthly salary deducted from the pay and forward to MONOC Federal Teachers Credit Union.
 3. Salary checks are due on the 15th and 30th of the month.
 4. When a pay day falls on or during a school holiday, vacation, or weekend, members shall receive their pay checks on the last previous working day.
 5. Members employed on a ten-month basis shall receive their final payment of the school year on the last working day in June, providing the superior has certified that all of the member's work is in and acceptable.
 6. An additional one-tenth(1/10) of the individual's salary guide position shall be paid to any position if the Board, in its sole discretion, designates it to be a twelve-month position.
- C. Mileage expenses will be reimbursed at the rate of ~~\$.30 per mile~~ *per mile authorized by the Internal Revenue Service for mileage deductions.*
- D. Salaries shall be increased for each Administrator as set forth below, subject to the Salary Cap (Paragraph E) and merit evaluation/pay provision set forth in *Evaluation and Remuneration* section. That is, each administrator shall receive the full amount of the increase provided unless the increase would result in a salary in excess of the negotiated Salary Cap (Paragraph E) or unless the Administrator receives a less than satisfactory evaluation pursuant to the merit evaluation/pay program.
- a. ~~Effective July 1, 1988, each Administrator shall receive a salary increase of \$4,000.00 over 1987-88 salary levels~~ *1993, Principals shall receive a salary increase of \$3500 over 1992-93 salary levels and other Unit members shall receive an increase of \$2800 over 1992-93 levels.*
 - b. ~~Effective July 1, 1989, each Administrator shall receive a salary increase of \$4,000.00 over 1988-89 salary levels~~ *1994, Principals shall receive a salary increase of \$4000 over 1993-94 salary levels. Other Unit members shall not receive an increase as a result of reducing their positions to ten months.*
 - c. ~~Effective July 1, 1990, each Administrator shall receive a salary increase of \$4,000.00 over 1989-90 levels~~ *1995, Principals shall receive a salary increase of \$3500 over 1994-95 salary levels. Other Unit members shall not receive an increase as a result of reducing their positions to ten months.*

- E. The maximum salary for an Administrator for the 1988-89 school year shall be \$60,000.00. That salary maximum shall be increased, effective July 1, 1989, by an amount equal to the percentage increase in the Consumer Price Index for New York and Northeastern New Jersey for the period from July 1, 1988 through June 30, 1989; provided, however that the salary maximum shall not be increased more than 6% over the 1988-89 level. In addition, effective July 1, 1990, the salary maximum shall be increased over the level fixed for the 1989-90 school year by an amount equal to the percentage increase in the Consumer Price Index for the period from July 1, 1989 through June 30, 1990; provided that such increase shall not exceed 6%. The Board shall inform the Unit not later than September 1, 1989, and September 1, 1990, as to its determination as to the rate of increase in the salary maximums for the 1989-90 and 1990-91 school years, respectively. In the event that there is any disagreement between the parties as to the proper level for salary maximums in the second and third years of this Agreement, the parties shall meet to resolve those differences.

Article VIII

Unit Member Assignment

- A. Assignment shall be made at the discretion of the Superintendent and Board of Education and within the area of unit member competency and certification.
- B. Insofar as possible, all unit members shall be given written notice of their assignment for the forthcoming year no later than June 15. This does not preclude changes if emergencies occur.
- 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 member is vested in the Board, the Board will not assign or transfer a member without prior notice. If such member is not readily available he shall be notified by registered mail of such reassignment or transfer. Such transfer and changes of assignment shall be on a voluntary basis whenever possible.
- D. Schedules of members who are assigned to more than one school shall be arranged so that no such member shall be required to engage in an unreasonable amount of inter-school travel. Such members shall be notified of any changes in their schedule as soon as practicable.
- E. If any vacancy occurs that the Board intends to fill, the Superintendent shall inform the Unit within three(3) days after the Board's decision to fill the vacancy. A Unit member may apply for any vacant position. Such application shall be in writing addressed to the Superintendent of Schools.
- F. In filling a vacancy within the negotiating unit, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system, and other relative factors. The parties recognize, however, that the filling of vacancies at the supervisory and administrative levels and the filling of newly created supervisory and administrative positions is a prerogative of the Board and the decision of Board with respect to such matters shall be final.
- G. In filling promotional vacancies to administrative positions the Board shall consider the professional qualifications, background, attainments, and other relevant factors, including service in the school district, of all applicants from within the school district, as well as applicants outside the school district.
- H. No administrative position shall be abolished without discussion with the Unit or its representative of the impact on other members of the Unit. The decision of the Board, however, shall be final.
- I. When an administrative position becomes vacant, the Superintendent shall have the right to establish a salary schedule for that position based upon market conditions; and the candidate's education and experience. The salary shall not be less than the highest salary paid to any teacher on the Teacher's salary guide including stipend, if any.

Article IX

Unit Member Evaluation

- A. The evaluation of members shall be conducted in accordance with Board Policy.
- B. An evaluative conference shall be held with each non-tenure member at least twice each year by his immediate superior against his job description no later than December 1 and March 1 of the school year.
- C. An evaluative conference shall be held prior to June 1st with tenure unit member by his/her immediate superior against his/her job description
- D. Unit members shall meet with their immediate superior no later than September 15th to discuss their job responsibilities.
- E.
 - 1. A member may review the content of his personal file after school hours and to make reproduction of non-confidential file materials at his/her expense. In the event of removal of confidential materials from the member's file, a dated notation will be placed in the member's file stating that confidential materials, other than credentials involved in the hiring process, have been removed.
 - 2. If, upon reviewing his file, the member desires to answer any material that is available for his inspection in that file, he may make such answer and have it placed in the file.
- D. Any written complaints regarding a member 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 member and which is to be placed in a member's file shall be processed as follows:

The Superintendent or immediate superior shall meet with the member to apprise the member of the full nature of the complaint and they shall attempt to resolve the matter informally. The member may make a written statement concerning the written complaint and have such statement placed in the member's file.
- 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 member's inspection.

Evaluation and Remuneration

Salary increases for administrators shall, in part, be based on merit determined through employee evaluations in accordance with the following:

Performance of the members covered under this contract shall be evaluated in accordance with statute and Administrative Code. Evaluations shall be done in two parts:

- performance related to the requirements of the individual's job description,

and

- performance related to completion of mutually agree-to annual job objectives.

Negotiated salary increases shall be similarly divided:

- across-the-board increases related to the individual's job description performance (60%), and
 - merit increases related to satisfactory completion of job objectives (40%).
- A. Each objective shall be evaluated as a whole and shall be rated as either satisfactory or unsatisfactory. Major objectives may be comprised of two or more sub-objectives in which case each sub-objective shall be evaluated as a whole with the same choice of rating.
 - B. All major objectives for individual administrators shall be eligible for equal portions of the negotiated merit increase for that individual.
 - C. Sub-objectives shall be eligible only for equal parts of the eligible merit pay for their major objective.
 - D. Merit pay shall be awarded only if the Chief School Administrator determines that the objective or sub-objective has been satisfactorily completed.
 - E. If the objective or sub-objective has been evaluated as satisfactorily completed, the entire amount eligible for that objective or sub-objective, as the case may be, shall be awarded.
 - F. It is agreed and understood by the parties that in the first year of this Agreement (July 1, 1988 through June 30, 1989) all sums allocated for merit increases shall be distributed to the members of the bargaining unit in accordance with prior negotiated Agreement except as limited by the salary maximum provisions set forth in Article VII, Paragraph E; that is, if any administrator were to be awarded \$500.00 less than the salary increase provided for in Article VII, Paragraph D, as limited by Paragraph E, then that \$500.00 would be distributed among other administrators in the unit. The requirement of total distribution shall apply only in the first year of the Agreement.
 - G. The Superintendent and the Unit shall consult and jointly develop a revised evaluation instrument to be utilized for the 1989-90 school year to be submitted for approval to the Board of Education.

Article X

Unit Member - Superintendent Liaison

- A. The Unit or the Superintendent may request periodic meetings for the purpose of liaison.

Article XI

Sick Leave

- A. All members shall be entitled to one day of sick leave per month 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 award additional paid sick leave, less the cost of a substitute, to any member who has exhausted accumulated sick leave, on the basis of any individual case-by-case review.
- C. 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 to the newly hired member. Such granted sick leave must be based upon the newly hired member's unused accumulated leave which he had earned elsewhere.
- D. On retirement, after 20 years of service in the Red Bank District, accumulated sick leave shall be reimbursed at the rate of \$40.00 per day to a maximum payment of \$2,000.00.
- E. *Administrators, who serve the District for minimum period of fifty years and who have accumulated sick leave in excess of 200 days, will be paid in lieu of accumulated sick leave at a rate of \$100.00 per day up to a maximum of 200 days upon retirement.*

Article XII

Temporary Leave of Absence

- A. Members 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 husband, wife, son, daughter, mother father, mother-in-law, father-in-law, grandmother, grandfather, or other relative living in home of employee or for whom employee is support.)
 - 2. Three days of leave in the even of the death of a sister or brother.
 - 3. Up to three days of leave in the event of serious illness in the immediate family.
 - 4. 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 in court as a defendant

- d. Attendance a 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, and business affairs with the reason given.
- 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 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.
- C.** Request for leave under this Article shall be submitted to the immediate superior who is empowered to grant it with due regard to the requirements of his 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 so that they are received in the Superintendent's office at least forty-eight(48) hours prior to the date requested, stating the reason for the request. After approval by the immediate superior, the request shall be submitted to the Office of the Superintendent of Schools, who shall have the final say.
- 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.

Article XIII

Extended Leave of Absence

Maternity Leave

- A. Maternity leave shall be granted in accordance with applicable New Jersey law.

Sabbatical Leave

- B. 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' 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 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 one Unit 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.
 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 full years following his return from sabbatical leave.
 9. Persons interested in applying for sabbatical leave should submit their applications to the Office of the Superintendent no later than September 1 preceding the year of leave.
 10. All applications must be approved by the Board of Education and the Superintendent.
 11. The sabbatical leave shall be computed as equivalent to a year of service in determining future salary status providing the member does not, at the same time, move laterally to the next higher salary scale.
 12. Persons on sabbatical leave shall submit a written document at the end of their sabbatical on the results of their study to the Superintendent of Schools for the Board of Education.

Other Extended Leaves of Absence

- C. 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 member having tenure;**
 - 2. All leaves shall be for one school year or for one school year, provided, however, that a member may request a second year of leave of absence if such request is made during the term of the first year of leave and prior to its expiration.**
 - 3. A leave shall be granted only if a satisfactory replacement member is available and hired;**
 - 4. No more than one Unit member (in any one school year) shall be on such leave;**
 - 5. Extended leave may be granted at the discretion of the Board.**
 - 6. Any unit member on a leave of absence must provide, not later than March 31 in the school year in which the leave is taken, either written confirmation of his or her intention to return for the following school year or written application for an extension of the leave. Failure to comply with the requirements of this section shall be understood to constitute notice of a decision not to return to work and shall have the effect of a formal written resignation.**
- D. Military leave shall be granted in accordance with applicable State or Federal law.**
- E. A leave of absence, in accordance with Paragraph C of the Article, shall be granted to a member who joins the Peace Corps, Vista, National Teacher Corps, serves as an exchange teacher, and is a full time participant in either such programs or accepts a Fulbright Scholarship, or who requests such leave for the purpose of caring for a sick member of the members immediate family.**

Article XIV

Professional Development and Educational Improvement

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

- A. The member must possess a standard certificate in his/her area of function.
- B. The member 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 his/her school situation.
- C. If the member possesses a Masters Degree, he/she must then be enrolled in a program leading either to the 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 his/her school situation.
- D. The Board agrees to pay up to \$800.00 tuition for approved courses [in the 1988-89, 1989-90, and for 1990-91 school years].
- E. Tuition reimbursement will be made within sixty(60) days after submission of official transcripts.
- F. The Unit member 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 agrees to reimburse administrators up to \$600.00 for expenses incurred attending appropriate conventions. In addition, when the administrator is making a formal presentation, not to exceed one per school year, the Board will reimburse all reasonable expenses subject to the review and approval of the Superintendent. No more than two conventions perschool year will be allowed.

Article XV

Insurance Protection

- A. The Board shall continue to provide health care insurance protection which shall be the same as that granted to the Red Bank Teachers Association.
- B. *Administrators are allowed to waive voluntarily their entire health benefits package in consideration for which the Board will compensate each such administrator an amount equal to one-third of the premium that the Board would pay on behalf of the covered employee.*
- C. *The co-pay for prescription insurance shall be \$10.00 with \$5.00 for generic drugs,*

Article XVI

Deduction from Salary

- A. The Board agrees to deduct from the salaries of its administrators dues for the Red Bank Administrative Unit, the Monmouth County Education Association, the New Jersey Education Association, and the National Education Association as said administrators 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 MONOC Federal Teachers Credit Union 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. Administrator authorizations shall be in writing in the form set forth below:

Authorization to Deduct Association Membership Dues

Name _____ SS# _____

School Building _____ District _____

To: Disbursing Officer
Red Bank Borough 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 _____

- B. 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.
- C. Additional authorizations for dues deduction may be received after August 1 under rules established by the State Department of Education.
- D. Any such written authorization may be withdrawn by any Member 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.

Article XVII

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 (or the current New Jersey Administrative Code), then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 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 the Agreement, the Agreement, during its duration, shall be controlling.
- C. The Board and the Unit 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 members or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.
- 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 registered letter at the following addresses:
 - 1. If Unit, to Board at 76 Branch Avenue, Red Bank, New Jersey
 - 2. If by Board, to the Unit at: President
- 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 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 reproducing copies of this Agreement shall be shared by the parties.
- J. The Board shall provide a copy of written Board policies to the Unit.

- K. If emergency or need arises, the Superintendent has the option to call any or all members of the Unit during any regular school calendar vacation.

In witness whereof the undersigned put their signatures on the 22nd day of August 1989..

RED BANK BOROUGH
BOARD OF EDUCATION

RED BANK BOROUGH
ADMINISTRATOR'S UNIT

S/ Richard T. Doherty

S/ Wade B. Turnock

Appendix A

Grievance # _____

GRIEVANCE REPORT

Submit to Principal or Immediate Superior
in Duplicate

Distribution of Form

1. Superintendent
2. Immediate Superior
3. Unit
4. Unit Member

Building	Assignment	Name of Grievant	Date Filed
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STEP 1

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, Unit Officer

Date _____

C. Disposition by Immediate Superior _____

Signature of Immediate Superior

Date _____

D. Position of Grievant and/or Unit _____

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 Unit _____

Signature

Date

STEP III

A. Date Received by Board or Designee _____

B. Disposition of Board or Designee _____

Signature

Date

C. Position of Grievant and/or Unit _____

Signature

Date

STEP IV

A. Date Submitted to Arbitration _____

B. Disposition & Award of Arbitrator _____

Signature of Arbitrator

Date of Decision

SIDEBAR AGREEMENT
TO THE AGREEMENT BETWEEN
RED BANK BOROUGH BOARD OF EDUCATION
AND
RED BANK ADMINISTRATIVE UNIT

The parties hereby agree to modify provision of the collective negotiations agreement as follows (new material underlined thus):

Article I. Section A. Recognition

The Board hereby recognizes the Unit 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:

Principals
Vice Principals
Directors
Coordinators
Supervisors
Assistant Principals for Instruction/Teacher

Article VIII, Section I.

When an administrative position becomes vacant, the Superintendent shall have the right to establish a salary schedule for that position based upon market conditions; and the candidate's education and experience. The salary, except for that paid to a person holding the position of Assistant Principal for Instruction/Teacher, shall not be less than the highest salary paid to any teacher on the Teacher's salary guide including stipend, if any. A person holding a position of Assistant Principal/Teacher shall not be paid less than that person would receive if fully employed as a teacher in the district, given their educational and experience level.

FOR THE RED BANK ADMINISTRATIVE UNIT

DATE: 6/20/95

Betty McQuinn-Higgins
John D. ...

FOR THE RED BANK BOARD OF EDUCATION

DATE: 6/20/95

May E. Mess
Director