

## **PREAMBLE**

THIS COLLECTIVE BARGAINING AGREEMENT (“Agreement”) is entered into as of the 1<sup>st</sup> day of July, 2005, by and between the Board of Education of the Borough of Red Bank, in the County of Monmouth, having its principal place of business located at 76 Branch Avenue, Red Bank, New Jersey 07701 (“Board”) and the Red Bank Administrative Unit (“Unit”).

## **ARTICLE 1**

### **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:

Middle School Principal  
Primary School Principal  
District Supervisor of ESL/Bilingual

But excluding: teachers, school business administrator, secretary to the Board, team leaders, aides, hall monitors, supervisor of business and finance, supervisor of buildings and grounds, Superintendent of Schools (“Superintendent”), 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 Unit and the term “Member” shall refer to an individual professional employee in the Unit.

## **ARTICLE 2**

### **Duration of Agreement and Term of Employment**

The duration of this Agreement shall commence as of July 1, 2005 and continue through June 30, 2006. The contract year for all twelve (12) month Members shall be from July 1<sup>st</sup> of any particular year to June 30<sup>th</sup> of the following year.

### **ARTICLE 3**

#### **Negotiations Procedure for Successor Agreement**

A. In accordance with the provisions of the New Jersey Employer-Employee Relations Act, *N.J. 34:13A-1, et seq.* as amended from time to time (the “Act”), the parties agree to enter into negotiations in a good-faith effort to reach a successor agreement concerning the terms and conditions of employment.

B. Representatives of the Unit shall meet with representatives of the Board to commence negotiations in accordance with the rules and regulations of the Public Employment Relations Commission (“PERC”).

C. Representatives of 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 counter proposals will be exchanged freely during the meeting or meetings in an effort to reach mutual understanding and 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 the public domain.

E. The Board agrees not to negotiate with any organization other than that designated as the representative of the Members pursuant to the Act for the duration of this Agreement.

F. This Agreement incorporates the entire understanding of the parties on matters which were or could have been the subject of negotiations. During the term of

this Agreement, neither party shall be required to negotiate with respect to any 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 successor agreement has been negotiated, ratified and signed by the parties.

## ARTICLE 4

### **Grievance Procedure**

A. Definition: A “grievance” shall mean a complaint by a Member that there has been as to the Member a personal loss, injury, or because of a violation, misinterpretation or inequitable application of Board Policy, this Agreement, or an administrative decision affecting the Member’s terms and conditions of employment. A grievance to be considered under this procedure must be initiated by the Member within thirty (30) work days from the time when the Member knew or should have known of its occurrence.

The term “grievance and the procedure relative thereto as hereinafter set forth shall not apply to the following:

1. Matters for which a method of review is prescribed either by law or by any rule or regulation of the State Commissioner of Education;
2. Matters where the Board is without authority to act;
3. Any matter which, according to law, is exclusively within the discretion of the Board;
4. A complaint of a non-tenured Member which arises by reason of the Member’s not being re-employed; and
5. A complaint by any Member arising from 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.

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 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 duly determined.

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

3. Any Member who has a grievance shall discuss it first with his immediate 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 Member within five (5) school days, the Member shall set forth the Member's grievance on the Grievance Form (see Appendix A), and provide the form to the Member's immediate supervisor.

The immediate supervisor shall communicate a 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 supervisor's decision, may appeal the immediate supervisor's decision to the Superintendent. The appeal to the Superintendent must be made in writing reciting the matter submitted to the immediate supervisor as specified above and the Member'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 his decision in writing to the Member and the immediate supervisor.

6. If the grievance is not resolved to the Member's satisfaction, the Member, no later than five (5) school days after receipt of the Superintendent's decision, may request a review by the Board. The request shall be submitted in writing through the Superintendent who shall attach all related papers and forward the request to the Board. The Board, or 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) work 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 Unit and the Unit wishes review by a third party, it shall so notify the Board through the Superintendent within ten (10) school days of receipt of the Board's decision.

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



The Unit will submit a request for a list of arbitrators to the PERC.

The parties agree to follow rules set by PERC for the selection of an arbitrator. After the selection has been made, said arbitrator shall endeavor to mediate the grievance in an effort to resolve the matters in difference between the parties before conducting hearing thereon. In the event that the arbitrator, after attempting mediation, shall conclude that further mediation would serve no useful purpose, the arbitrator shall conduct a formal hearing with respect to said grievance for the purpose of making findings of fact and recommendations for settlement of said grievance based thereon to the parties. In the event that the parties shall fail to otherwise resolve the matters in difference between them with respect to said grievance, the arbitrator shall have the power to publish findings of fact and decision. The costs incurred in the appointment of an arbitrator and for the services thereof, if any, shall be borne equally by the Board and the Unit, and any other expenses incurred in connection with the processing of a grievance as herein above set forth shall be borne by the party incurring same.

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

(c) Rights of Members to representation:

(1) Any aggrieved Member may be represented at all stages of the grievance procedure by the Member or, at the Member's 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 provided to that person designated by the Unit.

(3) The Board and the Unit shall assure the Member freedom from restraint, interference, coercion, discrimination or reprisal in presenting an appeal with respect to the grievance.

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 "work days."

10. All documents, communications and record 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 5

### **Rights of the Parties**

A. Pursuant to the Act, Members have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to form, join and assist the Unit 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 the Act 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 to:

1. Direct employees of the school district;
2. 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;
3. Relieve employees from duties because of lack of work or for other legitimate reasons;
4. Maintain the efficiency of the school district operations entrusted to it;

5. Determine the methods, means and personnel by which such operations are to be conducted; and

6. Take whatever actions might be necessary to carry out the mission of the school district in situations of emergency.

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 Act.

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, the Member's office, position, employment, salary or any increment pertaining to the Member, then the Member shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of the Member's own choosing to advise and represent the Member during such meeting or interview.

E. Representatives of the Unit 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 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 the Unit causes 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 existing stock if such is available. In either event, a purchase order is required and shall be responsible for any sales or use tax.

## **ARTICLE 6**

### **Administrative Load**

A. Members 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 are normally entitled to a one-hour duty-free lunch period daily.

C. 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.

D. Members shall be expected to work on all days that school is in session with the exception of time off for vacations as set forth in Article 18, sick leave as set forth in Article 12, temporary leaves of absences as set forth in Article 13 and extended leaves of absence as set forth in Article 14, all as set forth in this Agreement.

## ARTICLE 7

### **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 experiences while functioning as an exchange member or overseas member, or as a recipient of a Fullbright Scholarship, or who returns from a sabbatical leave, provided that such Member return to the Red Bank School District no later than the beginning of the school year following the Member's 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 in accordance with applicable statute and Administrative Code. Members will notify the Board within fifteen (15) work 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 (1) year. Any Member employed after February 1 will stay on the same step the following year.

## ARTICLE 8

### **Salaries**

A. The Board reserves to itself the right to withhold any and all increments in accordance with *N.J.S.A.* 18A:29-14. Appeals of increment withholding may be submitted to the Commissioner of Education as provided by law and statute.

B. 1. Members employed on a twelve (12) month basis or on a ten (10) 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 payment and forward to MONOC Federal Teachers Credit Union and such other recipients as may be approved by the Board.

3. Salary checks are due on the 15<sup>th</sup> and 30<sup>th</sup> 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 work day.

5. Members employed on a ten (10) month basis shall receive their final payment of the school year on the last working day in June, providing their Member's supervisor has certified that all of the Member's work is in and acceptable.

6. An additional one-tenth (1/10<sup>th</sup>) of the salary guide position shall be paid to any position if the Board, in its sole discretion, designates it to be a twelve (12) month position.

C. Mileage expense will be reimbursed at the rate per mile authorized by the Internal Revenue Service for mileage deductions.



D. The salaries for each Member are as set forth in Article 8, subject to the merit evaluation/pay provision set forth in the Member Evaluation and Remuneration Section contained in Article 10H. That is, each Member shall receive the full amount of the increase provided, unless the Member has received a less than satisfactory evaluation pursuant to the merit evaluation/pay program.

E. Any Member who is assigned to a position of greater responsibility on a temporary basis for a period of no longer than twelve (12) months shall receive a temporary salary increase during the term of the temporary assignment as follows:

1. Assistant Principal to Supervisor of Special Services equals 1.2 times the per diem salary of the Assistant Principal.

2. Assistant Principal to Principal equals 1.4 times the per diem salary of the Assistant Principal.

3. Supervisor of Special Education to Principal equals 1.2 times the per diem salary of the Supervisor of Special Education.

**ARTICLE 8**

**Salaries**

**Salary Guide 2005-2006\***

	2005-2006
Middle School Principal	\$102,650.00
Primary School Principal	\$98,230.00
District Supervisor of ESL/Bilingual Programs	\$72,224.00

\*Subject to the Provisions of Article 10H

\*\*Depending upon area of certification

## ARTICLE 9

### **Member Assignment**

A. Assignments of Members shall be made at the discretion of the Superintendent and Board and within the area of Member's competency and certification.

B. Insofar as possible, all Members shall be given written notice of their assignments for the forthcoming year no later than June 15<sup>th</sup>. 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, the Member shall be notified by registered mail of such reassignment or transfer. Such transfer and change of assignment shall be on a voluntary basis whenever possible.

D. Schedules of Members who are assigned to more than one (1) 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 Member may apply for any vacant position. Such application shall be in writing addressed to the Superintendent.

F. In filling a vacancy within the 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 the 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 Board shall have the right to establish a salary schedule for that position based upon market conditions and the candidate's education and experience.

## ARTICLE 10

### **Member Evaluation**

A. The evaluation of Members shall be conducted in accordance with Board policy, Administrative Code and State Statute.

B. An evaluative conference shall be held with each non-tenured Member at least three (3) times each year by the Member's immediate supervisor no later than December 1<sup>st</sup>, March 1<sup>st</sup> and June 1<sup>st</sup> of the school year. The evaluation shall be completed in accordance with law.

C. An evaluative conference shall be held prior to June 1<sup>st</sup> with each tenured Member's immediate supervisor against the Member's job description.

D. Members shall meet with their immediate supervisors no later than September 15<sup>th</sup> to discuss their job responsibilities.

E. 1. A Member may review the content of that Member's personal file after school hours and make reproduction of non-confidential file materials at the Member's expense. In the event of removal of confidential materials from the Member's file in accordance with law or Board policy, 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 the Member's file, the Member desires to answer any material that is available for inspection in that file, the Member may make such answer and have it placed in the file.

F. 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 supervisor 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.

G. 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, except in accordance with law.

H. Evaluation and Remuneration

1. Salary increases for Members shall, in part, be based on merit determined through Member evaluations in accordance with the following:

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

(a) Performance related to the requirements of the Member's job description; and

(b) Performance related to completion of mutually agreed to annual job objectives.

Negotiated salary increases shall be similarly divided:

(c) Across-the-board increases related to the Member's job description performance sixty (60%) percent, and

(d) Merit increases related to satisfactory completion of job objectives forty (40%) percent.

3. Each objective shall be evaluated as a whole and shall be rated as either satisfactory or unsatisfactory. Major objectives may be comprised of two (2) or more sub-objectives in which case each sub-objective shall be evaluated as a whole with the same choice of rating.

4. All major objectives for individual Members shall be eligible for equal portions of a negotiated merit increase for that individual.

5. Sub-objectives shall be eligible only for equal parts of eligible merit pay for their major objective.

6. Merit pay shall be awarded only if the Superintendent determines that the objective or sub-objective, as the case may be, shall be awarded.

7. 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.

**ARTICLE 11**

**Member – Superintendent Liaison**

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



## ARTICLE 12

### **Sick Leave**

A. All Members shall be entitled to one (1) day 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 (2) 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 the Member had earned elsewhere.

D. Annual Sick Leave

Members shall be granted annual sick leave as follows:

1. Twelve (12) Month Members:

Members employed on a twelve (12) month contract basis shall be entitled to annual sick leave of twelve (12) days per contract year at full pay. Members commencing employment after the beginning of a contract year shall be entitled to sick leave on a *pro rata* basis on one (1) day per month for the remainder of the contract year.

2. Sick Leave – Accumulative:

Sick leave for above shall be accumulative. That is, all days of annual sick leave not utilized during a contract year shall accumulate to the Member's benefit. On or before April 1 each year, each Member shall be provided with a written statement of the amount of accumulated sick leave credited to that Member as of February 1 of that year.

3. Proof of Illness:

(a) In the event a Member shall be absent more than ten (10) consecutive days because of personal illness or quarantine, the Superintendent or the Board (through its authorized representatives) may require a physician's certificate verifying the absence and reason therefor.

(b) In the event a Member shall be absent because of illness or quarantine for ten (10) non-consecutive days or less, the Superintendent or the Board (through its authorized representatives) with prior notification, may require a physician's certificate verifying the absence and reason wherefore.

4. Sick Leave – Definition of:

Sick leave is hereby defined to mean “the absence from a post of duty because of personal disability due to illness or injury, or because a Member has been excluded from school by the school district medical authorities on account of a contagious disease or by virtue of being quarantined for such a disease in his immediate household.”

Exception:

Absence from post of duty due to accident on the job (covered by Workers' Compensation) shall not be charged against sick leave.

5. A Day's Salary – Definition of:

A day's pay for all twelve (12) month administrators shall be defined as one-two hundred and fortieth (1/240) of the annual contractual salary.

E. All Members who have completed 20 years of service in the Red Bank District, shall be paid in lieu of accumulated sick leave at the rate of \$100.00 per day to a maximum stipend of \$10,000.00 upon retirement. This maximum stipend shall exist during the length of this Agreement. In order to be eligible to receive this benefit, the Member must notify the Board in writing at least six (6) months prior to retirement that the Member intends to retire. The payment will be made during the first month of the following school year.

## ARTICLE 13

### **Temporary Leave of Absence**

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

1. Five (5) 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 the home of employee or for whom employee is supporting).

2. Five (5) days of leave in the event of the death of a sister or brother.

3. Up to three (3) days of leave in the event of serious illness in the immediate family.

4. Up to four (4) 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 or plaintiff;

(d) Attendance at 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;

and

(h) Legal, personal, medical and business affairs with the reason given. Personal leave shall not include leave for vacation.

B. Leave as provided under sub-paragraph 1, 2, 3 and 4 above is not cumulative and may not be transferred from one (1) 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 (5) non-cumulative 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 supervisor 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 supervisor, the request shall be submitted to the Office of the Superintendent, who shall have the final say.

E. Members who have been requested by the Superintendent 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. In the event a Member has not utilized all leave days as outlined in Paragraph A, Section 4 of this Article, up to two (2) such days shall be converted to sick leave and may be accumulated in the Member's sick leave bank.

## ARTICLE 14

### **Extended Leaves of Absence**

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

B. Sabbatical Leave: Full-time 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 one (1) full year.

4. The term of sabbatical leave shall coincide with the regular school year (July 1<sup>st</sup> through June 30<sup>th</sup>).

5. Not more than one (1) Member will be eligible for sabbatical leave during one (1) 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 (2) full years following the Member's return from sabbatical leave. In the event the participant does not remain a Member of the staff of the Red Bank Public Schools for a minimum of two (2) years following the Member's return from sabbatical, then and in that event, the Member shall be obligated to reimburse to the Board 1/24<sup>th</sup> of the salary and benefits paid to the participant for each month that the participant does not remain a Member of the staff through the 24<sup>th</sup> month after the return of the Member.

9. Members interested in applying for sabbatical leave should submit their applications to the Office of the Superintendent no later than December 31<sup>st</sup> preceding a leave which is to commence on July 1 of the following year.

10. All applications must be approved by the Board 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. Members on sabbatical leave shall submit a written document at the end of their sabbatical on the results of their study to the Superintendent.

C. Other Extended Leaves of Absence: 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 (1) 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. Extended leave may be granted at the discretion of the Board.
5. Any Member on a leave of absence must provide, no later than March 31<sup>st</sup> in the school year in which the leave is taken, either written confirmation of the Member's intention to return of 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 this Article, shall be granted to a Member who joins the Peace Corps, Vista, National Teacher Corp., serves as an exchange teacher, and is a full-time participant in either such program or accepts a Fullbright Scholarship, or who requests such a leave for the purpose of caring for a sick member of the Member's immediate family.

## ARTICLE 15

### **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 process a standard certificate in the Member's 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 Member's assignment in the Member's school situation.

C. If the Member possesses a Master's Degree, the Member 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 Member's assignment in the Member's school situation.

D. The Board agrees to pay an amount per credit equal to that of Rutgers University limited to 6 (six) credits per school year.

E. Tuition reimbursement will be made within sixty (60) days after submission of official transcripts.

F. The 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 Members up to \$1,000.00 for expenses incurred attending conferences or conventions or the Academy for Professional Development. The Superintendent has the right to assign any Member to attend any Academy session at the full expense of the Board. If, in the judgment of a Member, an out-of-state conference or convention would serve the Member and the District to a greater degree, the Member may apply to the Board for permission to attend out-of-state instead.

## **ARTICLE 16**

### **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 as of July 1, 2005.

B. The co-pay for prescription insurance shall be the same as in the insurance protection program granted to the Red Bank Teachers Association as of July 1, 2005.

## **ARTICLE 17**

### **Vacations**

A. Members employed on a twelve (12) month basis shall receive twenty-two (22) work days' vacation. Members shall be permitted to use their vacation time, subject to the needs of the district, as determined by the Superintendent.

B. All vacation periods shall be approved by the Superintendent.

C. Any Member involved in a summer workshop shall not forfeit the Member's vacation period.

D. Up to a maximum of ten (10) vacation days may be used by Members while school is in session with a week's prior written notice and approval by the Superintendent. Tenured Members will receive full credit for vacation on July 1 of each year during the term of this Agreement to be used by June 30 of the following year. Non-tenured Members will receive credit for vacation days on a *pro rata* basis, *i.e.* 1.83 days per each month of employment by the non-tenured Member; provided however, that the Superintendent may permit the non-tenured Member to take vacation days at any time during the school year. A maximum of ten (10) days may be carried from one contract year to the next with the approval of the Superintendent. At no time shall the total vacation days exceed 32.

## ARTICLE 18

### **Miscellaneous Provisions**

A. If any provision of this Agreement or any application of this Agreement to any Member or Members 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 the Board at 76 Branch Avenue, Red Bank, New Jersey 07701.

2. If by the 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 and in accordance with Board 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 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 an emergency arises, the Superintendent has the option to call any or all Members of the Unit during any regular school work vacation.

IN WITNESS WHEREOF, the undersigned put their signatures on this  
the day and year first above written.

ATTEST:

BOARD OF EDUCATION OF THE BOROUGH  
OF RED BANK, IN THE COUNTY  
OF MONMOUTH

By: \_\_\_\_\_  
Frances Finkelstein, Secretary

By: \_\_\_\_\_  
Janet Jones, President

RED BANK BOROUGH ADMINISTRATIVE UNIT

By: \_\_\_\_\_  
Terence Wilkins, President





**Grievance Procedures**

**STEP II**

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

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

\_\_\_\_\_  
Signature Date

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

\_\_\_\_\_  
\_\_\_\_\_

**STEP III**

A. Date received by Board of 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