



AGREEMENT BETWEEN THE

RED BANK REGIONAL HIGH SCHOOL  
BOARD OF EDUCATION

AND THE

SUPERVISORY UNIT OF THE  
RED BANK REGIONAL HIGH SCHOOL DISTRICT

JULY 1, 2022 TO JUNE 30, 2025

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# 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 the following personnel employed full time by the Board:
  - 1. Supervisors and Assistant Principal (“Supervisors”)
  - 2. Principal
- B. Unless otherwise indicated, the term “supervisors,” when used hereinafter in this agreement, shall refer to all professional employees in the negotiating unit as above defined.

## SECTION 1 – SUPERVISORS

### ARTICLE II

### NEGOTIATION PROCEDURE

- A. In accordance with Chapter 303, Public Law 1968, 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 both the Unit and the Board shall meet at a mutually agreeable time in formal session to exchange proposals and to establish procedural ground rules for negotiations, prior to the expiration of the current contract.
- C. 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 Regional High School District which are within the public domain.
- D. The Board agrees not to negotiate respecting terms and conditions of employment for those of its employees designated in Article I with any organization other than that designated as the representative pursuant to Chapter 303, Public Law 1968, 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 representative before they are established. The result of such negotiations shall be reduced to writing as a memorandum and made a part of this Agreement.

### ARTICLE III

#### GRIEVANCE PROCEDURE

A. Definition

A "grievance" shall mean a complaint by a supervisor 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 supervisors.

A grievance to be considered under this procedure must be initiated by the supervisor within thirty (30) calendar days from the time when the supervisor knew or should know 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 supervisor 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 on that step.
- (b) It is understood that the supervisor 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 at that level.
3. Any supervisor who has a grievance shall discuss it first with the Principal 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 supervisor within five (5) school days, he/she shall set forth his/her grievance in writing to the principal specifying:
  - (a) the nature of the grievance
  - (b) the nature and extent of the injury, loss or inconvenience
  - (c) the results of previous discussions
  - (d) his/her dissatisfaction with decisions previously renderedThe principal shall communicate his/her decision to the supervisor in writing within five (5) school days of receipt of the written grievance.
5. The supervisor, no later than five (5) school days after the 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 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 supervisor and the principal.
6.
  - (a) If the grievance is not resolved to the supervisor'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, if both parties agree, hold a hearing with the supervisor. The Board shall render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board.
  - (b) In the event of a grievance by a non-tenured supervisor which arises by his/her not being reemployed, the Board shall hold a grievance meeting with the non-tenured supervisor if such supervisor 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 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.
  - (b) A complaint of a non-tenured supervisor which arises by reason of his/her not being reemployed.
  - (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) Either party may request the Public Employment Relations Commission to submit a roster of persons qualified to function as an arbitrator in the dispute of 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, Public Employment Relations Commission may be requested by either party to designate an arbitrator.
- (b) The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/she 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) days of the completion of the arbitration proceedings.
- (c) Rights of administrator/supervisor 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 supervisor 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 present its petition 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 Unit immediately.
  - (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.

## ARTICLE IV

### RIGHTS OF THE PARTIES

- A. Pursuant to Chapter 303, Public Laws 1968, 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. The Board, as a municipal entity exercising governmental powers under Statutes of the State of New, and the Unit, as an employee body duly organized and operating under the laws of the State of New Jersey, undertake and agree that neither party shall directly or indirectly discourage or deprive or coerce any supervisor in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968, 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 supervisor 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 supervisor is required to appear before the Board or committee or member thereof concerning any matter which could adversely affect the continuation of that supervisor in his/her office, position, or employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of his/her choosing to advise and represent him/her during such meeting or interview.
- E. Representatives of the Unit, and the New Jersey Principals & Supervisors 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 has been secured.
- F. The Board agrees to furnish to the Unit the agenda and minutes of all public Board meetings, and the names and addresses of all staff members.
- G. The Unit 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 his/her approval secured.
- 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, supervisor members of the negotiating team of the Association to conduct such negotiations if such supervisor members do not exceed three.
- I. The Unit may be permitted to use school building facilities and 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 damages which they cause to the equipment.



## ARTICLE V

### WORK HOURS AND WORK DAY

- A. The normal workday shall not exceed eight hours including lunch. This clause does not preclude evening assignments required of the position or of an emergency nature that are beyond the normal workday. Additionally, supervisors shall make a good faith effort to attend events outside of the scope of the departments they supervise reflecting their status as leaders on their school district.
- B. The Supervisor's participation in extra-curricular activities shall be in accordance with the rulings of the Commissioner of Education.
- C. Supervisors hired after January 1, 2000 may be assigned evening activities at the discretion of the principal or superintendent.
- D. The calendar for the Supervisory Unit will be July 1 to June 30 of each year and 21 vacation days will accrue to each member of the unit. All unit members should attempt to take vacation days during the summer (the day following graduation to September 1), except that 7 days may be taken during the school year with prior written approval of the Superintendent. If a unit member is called in during vacation by the Administration, the lost vacation days may be taken during the following school year. All members of the unit shall have all school holidays off except when a supervisor is providing supervision on a non-school day according to past practice.

## ARTICLE VI

### SUPERVISORS EMPLOYMENT

- A. Previously accumulated unused sick leave days will be restored to all supervisors returning from a board-approved leave of absence.
- B. Any member of the unit who resigns or retires from such employment during the term of this contract shall be paid for all then accrued vacation days during the year of such resignation or retirement.
- C. Any supervisor who dies before the expiration of the present contract period shall have payment made of his/her then remaining vacation days to his/her Estate.
- D. Upon retirement any supervisor who has been employed in the district with 25 years in the pension system will be awarded payment for accumulated sick and personal days as follows:

\$150.00 per day for the first 100 days  
\$200.00 per day for days beyond 100 days  
Not to exceed \$15,000

A supervisor must be employed in the district for five years in order to be paid for any sick days transferred from the previous district. Any member who invokes this clause shall receive 33 1/3% of their entitlement the month following retirement and the remaining 66 2/3% of their entitlement shall be paid in two equal installments in July of the next two budget years. The three entitlements will be paid as a non-elective employer contribution to a district 403b tax-sheltered annuity provider account. Any member who dies prior to the final payments under the clause shall have payments made to his/her estate on the originally scheduled dates.

- E. Supervisors hired prior to July 16, 2020 shall be paid a longevity stipend for years of service in accordance with the following schedule as long as the Supervisor is employed in the district:

At Year 10, \$1,250  
At Year 15, additional \$750 = \$2,000  
At Year 20, additional \$750 = \$2,750

Longevity will not be increased in future contracts.

Each member of the unit with an earned doctorate degree from an accredited institution shall receive an annual stipend of \$1,000.00 per year.

## ARTICLE VII

## SALARIES

- A. The salaries of all /supervisors covered by this Agreement are as set forth in the schedule, which is attached hereto and made a part hereof as the Salary Plan. Said Salary Plan is, however, expressly subject to the provisions of Article VI A.
- B.
  - 1. Supervisors shall be paid semi-monthly for the term of their contract.
  - 2. Salary checks are due on the 15th and 30th of the month.
  - 2. When a payday falls on or during a school holiday, vacation, or weekend, supervisors shall receive their paychecks on the last previous working day.
  - 3. Paychecks are due for disbursal by 10:00 a.m. of the day due.

## ARTICLE VIII

### SUPERVISOR ASSIGNMENT

- A. Assignment shall be made at the discretion of the Administration.
- B. All supervisors shall be given written notice of their assignments no later than August 1<sup>st</sup>. All supervisors who will be appointed to extra work-extra pay assignments will be notified of such appointment by June 1 whenever possible.
- C. The parties recognize that changes in the assignment may be necessary. While the right of determination to assign or transfer a supervisor is vested in the Board, the Board will not assign or transfer a supervisor without prior discussion with that supervisor and a representative from that unit. If such supervisor is not readily available, he/she 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. The parties will negotiate all changes in terms and conditions of employment regarding unit members.
- D. Duty blocks may be assigned during the school day in emergent or unusual circumstances.
- E. As any vacancy is officially made known to him/her, the Superintendent shall have posted on appropriate bulletin boards within three school days a notice of that vacancy.
- F. A supervisor may apply for any vacant position. Such application shall be in writing, addressed to the Superintendent of Schools. If a supervisor desires notice of vacancies which occur after the last day of school, that supervisor shall provide to the Superintendent a mailing address and he/she will receive such notice at that mailing address. Such notices will be mailed within three (3) working days after official notification that the vacancy exists.
- G. 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. Other factors being equal, present employees shall be given preference. The decision of the Board as to the filling of such vacancy shall, however, be final.
- H. 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 districts of all applicants from within the school district. Other factors being equal, present employees shall be given preference. The parties recognize, however, that the filling of vacancies at the supervisory positions is a prerogative of the Board and the decision of the Board with respect to such matters shall be final.
- I. All members of the unit may teach a maximum of 1 class per day in his/her area of supervision or certification. The choice of that class shall be subject to the approval of the Superintendent or his designee. Assignment of that class for a full year shall be

compensated at the following rates:

2022-2023 \$2,500

2023-2024 \$2,750

2024-2025 \$3,000

Supervisors scheduled for a class for less than a full year shall have the compensation prorated accordingly.

## ARTICLE IX

### SUPERVISOR EVALUATION

- A. Supervisors will be evaluated on their job performance based upon, but not limited to, progress towards the district goals. The evaluation process may also include self-assessment, portfolio development and observed performance.

The evaluation conference shall be held with each supervisor, once annually prior to April 30<sup>th</sup>, to review the written evaluation.

- B. All Monitoring or observation of the work performance of a supervisor shall be conducted openly and with full knowledge of the supervisor. Observation reports, addressed to the supervisor, shall be written and shall include strengths and areas in need of improvement and specific suggestions as to measures which the supervisor might take to improve his/her performance in each of the areas wherein needs have been indicated.

- C.     1.     A supervisor shall have the right, upon two school days' notice, to review the content of his/her personnel file and to make reproduction of non-confidential file materials at his/her expense. In the event of removal of confidential materials from the supervisor's file, a dated notation will be placed in the supervisor's file stating that confidential material, other than credentials involved in the hiring process, have been removed.
2.     If the supervisor's file is subpoenaed for the purpose of an arbitration hearing, such disclosure of the supervisor's file will not be considered as one of the two times supervisor has the right to inspect his/her file.
3.     If, upon reviewing his/her file, the supervisor desires to answer any material that is available for his inspection in that file, he/she may make such answer and have it placed in the file.

- D.         Any written complaints regarding a supervisor 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 supervisor and which is to be placed in the supervisor's file shall be processed as follows: The principal or immediate superior shall meet with the supervisor to apprise the supervisor of the full nature of the complaint and shall attempt to resolve the matter informally. The supervisor may make a written statement concerning the written complaint and have such statement placed in the supervisor's file.

## ARTICLE X

### SICK LEAVE

- A. All supervisor's employed 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. Requests for additional non-accumulative sick leave benefits shall be decided by the Board of Education on an individual basis pursuant to N.J.S.A. 18a:30-6.
- C. At the time of hiring a new supervisor, 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 a supervisor. Such granted sick leave must be based upon the newly hired supervisor's unused accumulative leave, which he/she had earned elsewhere. The supervisor must provide documentation from their previous employer listing the balance of their sick days. These days should be utilized first and are not payable at retirement.

## ARTICLE XI

### TEMPORARY LEAVE OF ABSENCE

A. Bereavement/Family Illness:

Supervisors shall be entitled to the following non-accumulative leave of absence with full pay each school year.

1. Up to five days of leave in the event of each death in the immediate family.  
(Immediate family to mean husband, wife, son, daughter, mother, father, mother-in-law, father-in-law, grandmother, grandfather, grandchild, civil union partner, sister, brother, sister-in-law, brother-in-law or other relative living in the home of the employee or for whom employee is support.)

Up to two days in the event of each death of and Aunt, Uncle, Niece, Nephew

2. Up to three days of leave in the event of serious illness in the immediate family.
3. Leave as provided under subparagraphs 1 and 2 above is not cumulative and may not be transferred from one category into another.

B. Personal Leave:

1. With prior approval, up to 3 days per year for legal, personal, and business affairs will be granted. These unused personal days shall be converted to sick days on an annual basis, and shall be accumulated from year to year with no maximum limit.
2. 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 the school. Except for emergencies or extenuating circumstances, no leave shall be permitted on the first day(s) of faculty in-service, and the final day of school.
3. Except in cases of emergency, all requests for leave under Article XI(B) except those referring to “death” shall be submitted in writing at least five days prior to the date requested. After approval by the principal, the request shall be filed in the Office of the Superintendent of Schools.

C. Employees who have been requested by the Superintendent of Schools to represent the Red Bank Regional High School 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, personal leave, or suffer loss of salary.



## ARTICLE XII

### EXTENDED LEAVE OF ABSENCE - CHILD CARE LEAVE

A. Leaves of absence for maternity may be granted to supervisors who are under tenure when application is made for a period of up to two (2) years and to supervisors not under tenure when application is made for a period not to extend beyond the end of the contract school year in which the leave is obtained. Application shall be made by the candidate on the advice and recommendation of a physician. Childcare leave shall commence and terminate on the date requested by the tenured Supervisor and approved by the Board of Education.

1. Application for the leave should be made at least three (3) months prior to the date requested for such leave.
2. Any tenured supervisor on child care leave shall notify the Board prior to March 1 whether it is his or her intention to return to his or her teaching duty in the next school year.
3. Those persons granted a leave of absence for childcare purposes are excluded from the benefits of sick leave.

#### **Leave for Adoption of Infant Child**

B. Leaves of absence for the adoption of an infant child may be granted to supervisors who are under tenure when application is made for a period of up to two (2) years and to supervisors not under tenure when application is made for a period not to extend beyond the end of the contract school year in which the leave is obtained. When a position exists which a tenured supervisor is qualified to fill, the tenured Supervisor may return to service at the beginning of any semester within the two (2) year period.

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

C. Leave of absence shall be granted only in cases of severe illness, maternity leave, or adoption leave.

## ARTICLE XIII

### PROFESSIONAL/EDUCATIONAL DEVELOPMENT

- A. The Board will reimburse each supervisor in an amount not to exceed \$350.00 per credit hour rate in the school years for tuition for graduate level programs or certifications approved by the Superintendent, with a specific ending date. In no event will the Board expend more than a total of \$3,600.00 for the purposes listed in this paragraph in any one year. Reimbursement shall be made upon evidence of successful completion or participation; and in order to receive the benefits of this Article, a grade of "B" or better must be maintained.
- B. Proposed programs must be approved by the Superintendent and the Board of Education under the conditions expressed in paragraph "A" of this Article prior to enrolling in progs.
- C. The Board reserves the right to encourage and give priority to individuals whose program would be of particular benefit to the school system.

## ARTICLE XIV

### PROTECTION OF SUPERVISORS

- A. The Board shall give support including legal and other assistance for any assault upon the supervisor while acting in the discharge of his/her duties. Financial support shall be limited to reasonable counsel fees.
- B.
  - 1. Supervisors 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 supervisor for information in the possession of the Superintendent relating to the incident or the person involved and shall act in appropriate ways as liaison between the supervisor, the police, and the courts.

## ARTICLE XV

### INSURANCE PROTECTION

- A. The Board shall provide health care insurance protection equal to or better than the Direct 15 Plan offered by the School Employees Health Benefit Program (SEHBP). Employees will continue to make health benefit premium payments in accordance with the schedule established by Chapter 78.
- B. Dental Insurance will be provided for the duration of the contract. Employees will have the opportunity to “buy up” to a different dental plan at the employee’s expense.
- C. Not included in this Agreement are any additional benefits not provided by the above listed plan which would result in an additional premium. The Board agrees to provide to each new employee a description of the health care insurance coverage provided under this Article during employment processing, which shall include a clear description of conditions and limits of coverage as listed above.
- D. The district shall expand dependent coverage to include coverage for Domestic Partnerships in accordance with guidelines and procedures developed by the State of NJ, Division of Pensions.
- E. Employees who choose to waive medical insurance on an annual basis shall receive the following annual stipends paid fifty percent (50%) on January 31<sup>st</sup> and fifty percent (50%) on June 30<sup>th</sup> of each year except when both partners/spouses are enrolled in the SEHBP. Waivers for less than one year shall be prorated:

|              |         |
|--------------|---------|
| Single       | \$1,150 |
| Parent/Child | \$1,700 |
| Husband/Wife | \$2,500 |
| Family       | \$3,000 |

- F. The Board shall maintain a Section 125 plan.

## ARTICLE XVI

### MISCELLANEOUS PROVISIONS

- A. The Board of Education shall pay Supervisors' Association dues for each supervisor.
- B. 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 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.
- C. Any individual contract between the Board and an individual supervisor, 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, this Agreement, during its duration, shall be controlling.
- D. Required sixty (60) days written notice for resignations.
- E. 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 supervisors or in the application or administration of this Agreement on the basis of race, creed, color, handicap, religion, national origin, sex, domicile, or marital status.
- F. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by FAX or registered letter at the following addresses:
  - 1. If by Unit to Board:  
Administration Offices  
Red Bank Regional High School  
101 Ridge Road  
Little Silver, New Jersey 07739
  - 2. If by Board to Unit  
President  
Red Bank Regional Supervisory Unit  
101 Ridge Road  
Little Silver, New Jersey 07739
- G. Nothing in this Agreement which changes pre-existing Board policy, rules or regulations shall operate retroactively unless expressly so stated.

- H. The parties agree that supervisors 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.
- I. 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.
- J. 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.
- K. Each party shall be provided two official copies of this Agreement. The Association will provide for reproduction and distribution to members of the negotiating unit. The Board will provide for reproduction and distribution to Board members and members of the Administration.

## ARTICLE XVII

### SALARIES

#### SUPERVISORY UNIT

|         |           |                              |
|---------|-----------|------------------------------|
| Year 1: | 2022-2023 | 3.3% Increase on base salary |
| Year 2: | 2023-2024 | 3.3% Increase on base salary |
| Year 3: | 2024-2025 | 3.3% Increase on base salary |

Twelve month supervisors are based on a 260 day school year.

## SECTION II

### PRINCIPAL CONTRACT

*Notation: The Principal (Julius Clark) was not recognized in the 2019-2020 Supervisor Group and had a separate annual contract. The following terms apply to the 2022-2023, 2023-2024 and 2024-2025 school year for the principal position as part of the Supervisors Unit.*

#### 1. TERM

The Board, in consideration of the promises herein contained of the Principal, hereby employs, and the Principal hereby accepts employment as the Principal of the Red Bank Regional High School for a term commencing **July, 2022 and ending June 30, 2025.**

#### 2. PROFESSIONAL GROWTH OF PRINCIPAL

##### A. Conferences:

The Board encourages the continuing professional growth of the Principal through his attendance at professional educational conferences and conventions, and major in-service conference(s) at a cost not to exceed \$2,000.00 per academic year subject to the availability of funds and the prior approval of the Superintendent.

##### B. Tuition Reimbursement:

The Board will reimburse the Principal in an amount not to exceed \$350.00 per credit hour rate for graduate level programs or certifications approved by the Superintendent and the Board of Education, with a specific ending date. In no event will the Board expend more than a total of \$3,600.00 for the purposes listed in this paragraph in any one year. Reimbursement shall be made upon evidence of successful completion or participation; and in order to receive benefits of this Article, a grade of “B” or better must be maintained.

#### 3. CERTIFICATION AND RESPONSIBILITIES

##### A. Certification:

The Principal shall maintain a current Administrator’s certificate with Principal endorsement issued by the New Jersey Department of Education. In the event the Principal’s certificate issued by the Department of Education is revoked, this contract is null and void as of the date of the certificate revocation.

##### B. Duties:

The Principal’s duties and responsibilities in said position shall be consistent with the Title 18A of the New Jersey Statutes and all other applicable law and regulations. All Duties assigned to the Principal by the Superintendent shall be appropriate to and consistent with the professional role and responsibility of the Principal, and set by Board policy and in job description, which shall be incorporated by reference, and may be

modified from time to time, consistent with the intent set forth above. The Principal shall attend all meetings and school affairs required by the Board and Superintendent.

#### **4. COMPENSATION**

##### **A. Salary:**

The Board shall pay the Principal a 3.3% increase for the 2022-2023 school year, a 3.3% increase for the 2023-2024 school year, and a 3.3% increase for the 2024-2025 school year. Said salary rate will be paid to the Principal in accordance with the schedule of payments in effect for other certified employees.

##### **B. Other Provisions:**

During the term of this Employment Contract, including any extension thereof, the compensation and/or benefits of the Principal shall not be reduced.

Any adjustment in salary made during the life of this Employment Contract shall be in the form of an amendment and shall become part of this Employment Contract, but it shall not be deemed that the Board and the Principal have entered into a new employment contract.

#### **5. BENEFITS**

##### **A. Vacation/Personal Days/Holidays:**

The Principal shall be granted twenty-one (21) vacation days annually. Unless approved by the Superintendent, the Principal shall schedule vacation when school is not in session. If business demands prohibit the Principal from using all of his allotted vacation days in a given year, he shall be permitted to carry up to five (5) vacation days to be used during the next school year pursuant to law. Any vacation days carried over from the previous year that are not used shall be forfeited. Upon separation from service with the District, unused accumulated vacation days shall be reimbursed at the final per diem rate which shall be calculated at 1/260 of the Principal's then annual salary.

The Principal shall be granted three (3) personal days annually, calculated and prorated on an annualized basis upon approval by the Superintendent. Unused personal days may be converted to sick days on an annual basis consistent with *N.J.S.A. 18A:30-1*.

The Principal shall be granted three (3) family illness days annually, calculated and prorated on an annualized basis upon approval by the Superintendent for use by the Principal to care for an ill parent, spouse / partner, wife or child.

The Principal shall be entitled to all the holidays granted to the central office and administrative staff in the district.

## **B. Medical Benefits:**

### **1. Health Benefits**

The Principal shall receive health care benefits as designated below. The Principal shall contribute towards the cost of health benefit premiums in accordance with P.L. 2011, Chapter 78 (Tier IV). The remaining costs associated with the health benefit premiums shall be paid for by the Board.

The medical benefit program consists of a level of benefits equal to the Direct 15 Plan offered by the School Employees Health Benefit Program (SEHBP).

### **2. Dental Insurance**

The Principal shall receive dental benefits.

## **C. Sick Leave:**

The Principal shall be entitled to sick leave with full pay for twelve (12) days per school year. The Principal shall provide the Superintendent with notice of his intent to use sick days as soon as reasonably possible. Unused sick leave shall be accumulated from year to year.

## **D. Bereavement Leave**

The Principal shall be entitled to up to five days of leave in the event of the death in the immediate family. (Immediate family to mean husband, wife, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandmother, grandfather, grandchild or other relative living in the home of employee or for whom employee is providing support.). In the event of a second occurrence in the school year of a death in the immediate family, a maximum of five (5) additional days shall be provided.

The Principal shall be entitled to up to two days of leave in the event of the death of and Aunt, Uncle, Niece, or Nephew.

## **E. Administrative Leave**

The Superintendent, in his sole discretion, may grant administrative leave to the Principal not to exceed three (3) administrative leave days.

## **F. Membership Fees:**

The Board shall pay the basic membership fees on behalf of the Principal for membership in the New Jersey Principals and Supervisors Associations (“NJPSA”), and the National Association of Secondary School Principals (“NASSP”).



**G. Expense Reimbursement:**

The Board shall reimburse the Principal for expenses incurred for travel and sustenance in the performance of his duties under this Employment Contract. Mileage shall be paid from mileage vouchers at the lesser of (a) \$.30 cents per mile, plus tolls or (b) the "New Jersey Office of Management and Budget" rates per mile. The Principal shall be reimbursed for expenses pursuant to N.J.S.A.18A:11-12 and regulations promulgated thereunder.

**6. SEPARATION FROM SERVICE**

There shall be no payment or reimbursement of unused sick days, personal days, bereavement days or family illness days upon the Principal's separation from employment with the District.

Upon retirement for service and age from a State administered retirement system, the Principal shall be entitled to receive payment for earned and unused accumulated sick leave not to exceed \$15,000.00, based on \$100.00 per day for the first 100 days and \$200.00 for every day beyond the first 100 days.

**7. EVALUATION**

The Superintendent shall evaluate the performance of the Principal at least once a year. Each evaluation shall be in writing, a copy shall be provided to the Principal, and the Superintendent and Principal shall meet to discuss the findings.

**8. RENEWAL/EXTENSION OF EMPLOYMENT CONTRACT**

Any renewal/extension of this Employment Contract shall be by mutual agreement of the parties and must be set forth in a written agreement signed by the parties.

**9. TERMINATION OF EMPLOYMENT CONTRACT**

This Employment Contract may be terminated by:

- A. Mutual agreement of the parties;
- B. Sixty (60) days written notice by either the Principal or the Board;
- C. Non-renewal or other action consistent with law; or
- D. In the event that the Principal's certificate is revoked, this Contract shall become null and void as of the date of revocation.

**10. COMPLETE AGREEMENT**

This Employment Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties.

## **11. CONFLICTS**

In the event of any conflict between the terms, conditions and provisions of the Board's policies, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Employment Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of the contract.

## **12. SAVINGS CLAUSE**

If during the term of this Employment Contract, it is found that a specific clause of the Employment Contract is contrary to federal or state law, the remainder of the Employment Contract not affected by such a ruling shall remain in force.

**WHEREAS**, the Principal approves the terms and conditions of this Employment Contract, and agrees to be bound by same;

## ARTICLE XVIII

### DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2022 and shall continue in effect until June 30, 2025. 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 attested to by their respective Secretaries, all on the day and year first above written.

RED BANK REGIONAL HIGH SCHOOL  
SUPERVISORY UNIT

By \_\_\_\_\_, President

By \_\_\_\_\_, Secretary

RED BANK REGIONAL HIGH SCHOOL  
BOARD OF EDUCATION

By \_\_\_\_\_, President

By \_\_\_\_\_, Secretary