

Keyport Board of Education
and

I N D E X

Keyport Education Assn.

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PREAMBLE

This agreement is entered into this twenty-first day of November 1988 by and between the Board of Education of Keyport, the Borough of Keyport, New Jersey, hereinafter called the "Board," and the Keyport Teachers Association hereinafter called the "Association."

ARTICLE I

RECOGNITION

The Board agrees to and hereby does recognize the Keyport Teachers Association as the exclusive negotiating representative pursuant to Chapter 123 of the Laws of 1974 for certificated personnel under this contract excluding the superintendent of schools, business administrator and certificated personnel represented by other professional associations.

ARTICLE II

SCOPE OF NEGOTIATIONS

A. Any rules or regulations which affect the terms and conditions of employment shall first be discussed and negotiated with the majority representative before implementation.

B. Negotiations shall include salaries and duties for co-curricular and coaching responsibilities performed under supplemental coaching and co-curricular contracts.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

Grievance shall mean a complaint by an employee that alleges that there has been a violation of the agreement or an inequitable, improper or unjust application of Board policy or administrative decision with regard to working conditions, except that the term grievance shall not apply to the following:

1. any matter wherein the Board is precluded by law from granting the relief sought,
2. any rule or regulation of the State Commissioner of Education or the State Board of Education having the force and effect of law,
3. any matter which is demonstrated by law to be exclusively within the discretion of the Board,
4. any matter for which a method of review is otherwise specifically prescribed by law, i.e., tenure and increment reviews.

Nothing in the above definition of the word grievance shall preclude more than one employee from joining with other employees

in the presentation of a single grievance, provided that the alleged grievance arises out of facts similar in substance and circumstances and that each employee joining in the presentation of a single grievance is similarly affected.

Grievant shall mean an employee believing to have been or to be aggrieved.

Employee shall mean a certificated employee within the negotiating unit.

Principal shall mean the building principal or such other person duly appointed to act as the principal in the principal's absence.

Superintendent shall mean the superintendent of schools or any staff assistant that he/she may designate to act on his/her behalf.

B. Principles

1. A grievant shall institute action under the provisions hereof within fifteen (15) school days of the occurrence complained of, or within fifteen (15) school days after he/she would reasonably be expected to know of its occurrence. Failure to act within the specified fifteen (15) day period shall be deemed to constitute an abandonment of the grievance.

2. A grievant shall have the right to present and process his/her own grievance or to designate a representative to appear on his/her behalf.

3. Whenever the grievant designates a representative to appear on his/her behalf, the Board shall also have the right to designate a representative to participate other than the administrators named in the procedure that follows.

4. Unless mutually agreed upon between the parties, no grievance shall be processed at a time when the grievant has regularly assigned duties.

C. Procedure

1. A grievant may initially discuss the matter, identified as a grievance, with his/her principal in an attempt to settle the grievance informally. This is not intended to extend the time limitation as set forth in Section B, Subsection 1 (but does not constitute the filing of a grievance).

2. A grievant may file a grievance in writing by presenting the written grievance to his/her principal and forwarding copies to the superintendent. The written grievance shall set forth

- a. the nature of the complaint,
- b. the basis of dissatisfaction,
- c. the recommended method of resolving the grievance.

3. The grievant and his/her principal shall meet in an attempt to resolve the grievance not later than five (5) school days following the date on which it is filed.

4. The principal shall communicate his/her decision in writing to the grievant not later than five (5) school days following their meeting. A copy of the decision shall also be forwarded, at the same time, to the superintendent.

5. If the grievance has not been resolved at steps 3 and 4 of the procedure, the grievant may request a meeting with the superintendent. If the grievant requests a meeting with the superintendent, the request shall be made in writing not later than five (5) school days following the principal's decision. This written request must be accompanied by a written account describing the basis for the grievant's dissatisfaction with the principal's decision.

6. The grievant and superintendent shall meet in an attempt to resolve the grievance not later than five (5) school days following the date on which the meeting was requested.

7. The superintendent shall communicate his/her decision in writing to the grievant not later than ten (10) school days following their meeting.

8. If the grievance has not been resolved at steps 5, 6, and 7 of the procedure, the grievant may request a hearing with the Board or its representatives. The request shall be made in writing not later than five (5) school days following the superintendent's decision. This written request must be accompanied by a written account describing the basis for the grievant's dissatisfaction with the superintendent's decision.

9. The grievant and the Board or its representatives

shall meet in an attempt to resolve the grievance not later than ten (10) school days following the date on which the hearing was requested. The grievant may have up to three representatives present when his/her grievance is reviewed by the Board or its representatives.

10. The Board shall communicate its decision in writing to the grievant not later than fifteen (15) school days following the hearing.

11. Should the Association decide that based on the Board's decision the grievance is satisfactorily adjusted, then the Board's decision shall be binding on all parties.

D. Meetings and Hearings

All meetings and hearings under this proposal shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this article.

ARTICLE IV

ARBITRATION

A. Should the Association be dissatisfied with the decision on the grievance rendered by the Board, and if the decision involves the interpretation or application of any provision of this agreement, the Association may by a written and dated notice to the Board not later than ten (10) school days following the rendering of the Board's decision, refer the grievance to binding arbitration.

B. Within fifteen (15) school days following referral of the grievance to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, either party may request a list of arbitrators from the American Arbitration Association. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

C. The arbitrator shall issue his/her decision not later than thirty (30) days from the date of the closing of the hearings or, if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted. The arbitrator shall limit his/her decision strictly to the

application and interpretation of the provisions of this agreement, and he/she shall be without power or authority to make any decision:

1. contrary to, or inconsistent with, or modifying, or varying in any way, the terms of this agreement, or of applicable law, or rules or regulations having the force and effect of law,

2. involving Board policy or practice under the provisions of this agreement, or under applicable law, except that he/she may decide in a particular case that Board policy, practice or administrative decision was disregarded, or that its attempted application under any term of this agreement was so discriminatory, arbitrary, or capricious as to constitute an abuse of discretion,

3. limiting or interfering in any way with the powers, duties and responsibilities of the Board under applicable law, and rules and regulations having the force and effect of law.

D. The arbitrator's fee will be shared equally by the parties to the dispute.

E. The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the Board to take the action complained of, subject, however, to the final decision on the grievance.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

A. There shall be upon request of either the Board or Association a mutual exchange of available financial information relating to the resources of the school district and any other available information that may be helpful in resolving problems of mutual concern.

B. Should the Association request the use of a school room to transact official Association business, such request will be granted provided:

1. the request is made in writing to the building principal at least three (3) days before its intended use, except in cases of emergency.

2. the room is available for the date requested.

C. Should the Association request the use of a school room to transact official Association business during the evening hours, the Association must make application for such use through the office of the secretary to the Board. Such requests will be handled in accordance with Board policy and in the same manner as all other requests for use of school rooms.

D. The Association shall have the right to use a bulletin board in each faculty room. The Association agrees that the use of such bulletin board will be restricted to Association notices of coming events and informational materials such as available scholarships, fellowships, insurance programs, credit programs, and related matters.

E. The Association may use the inter-school mail facilities and school mail boxes as it deems necessary, with approval of the building principal.

F. Any employee who is required to attend a hearing or informal appearance scheduled before the superintendent of schools, the Board of Education or a committee of the Board of Education, and who has reasonable expectations that discipline will be imposed as a result thereof, shall have the right to representation at that hearing.

ARTICLE I

SCHOOL CALENDAR

A. The proposed school calendar for the year shall be compiled by the superintendent who may, at his/her discretion, request the advice of the Association. The length of the school year, in no event, shall exceed the following: 183 days for students, 187 days for staff, 188 days for new teachers.

B. Should the superintendent personally compile the proposed school calendar he/she shall, prior to submitting it to the Board, provide the president of the Association with a copy of the proposed calendar. Should the Association wish to suggest changes in the proposed calendar as compiled by the superintendent, the president of the Association shall provide the superintendent with such suggested changes in writing within two school weeks immediately following receipt of the proposed calendar from the superintendent.

C. The proposed calendar as compiled by the superintendent, along with any suggested changes recommended by the Association, shall be submitted to the Board for its approval or rejection. Should the Board not approve the calendar as proposed by the superintendent or refuse to adopt a calendar with suggested changes as recommended by the Association, such action by the

Board shall not constitute or be the basis for the processing of a grievance. It is understood that final authority for adoption of a school calendar rests with the Board.

ARTICLE VII

TEACHING DAY

A. Each teacher is required to initial an attendance chart when he/she arrives at school in the morning and when he/she leaves after the school day ends.

B. The school day for teachers shall be as follows:

1. For elementary teachers, exclusive of extra-curricular activities, shall commence ten (10) minutes before and end fifteen (15) minutes after the school day, except on days of faculty meetings. Faculty meetings, each no more than sixty (60) minutes beyond the end of the school day, may be scheduled up to four (4) times per year. There will be no additional compensation or released time granted for these four (4) meetings. The Central School student day shall be as set forth belows:

<u>GRADE(S)</u>	<u>TIMES</u>
Pre-primary	9:00 a.m. - 2:07 p.m.
1,2,3,4,5,6,7,8	8:50 a.m. - 2:55 p.m.

A period shall be defined as forty (40) minutes.

2. For high school teachers, exclusive of extra-curricular activities, shall commence at 7:46 a.m. and end at 2:51 p.m., except on days of faculty meetings. Faculty meetings, each no more than sixty (60) minutes beyond the end of the school day, may be scheduled up to four (4) times per year. There will be no additional compensation or released time granted for these four meetings. The student day shall be as set forth below:

<u>GRADE(S)</u>	<u>PERIODS</u>	<u>TIMES</u>
9,10,11,12	Instructional (1-7)	7:56 a.m.-2:21 p.m.
	Activity/extra help (8)	2:22 p.m.-2:51 p.m.

Workday shall be defined as six (6) periods of forty-eight (48) minutes each except the first period which shall be fifty-one (51) minutes due to homeroom, study hall and hall duty shall be considered a work period.

3. Special Classes in Central School

The time schedule for intermediate NI and PI and the advanced PI classes shall agree with the time schedule for their corresponding age group in regular classes.

C. It shall be the duty of each teacher, should an emergency occur, to remain longer than the specified number of minutes after the student day ends.

D. Each teacher shall have a daily duty-free lunch period as provided for in Title 18A.

E. Teachers may be required to report to their assigned schools during the evening hours twice each school year for activities such as "back to school night," etc. In return for services rendered on such occasions, teachers shall be granted compensatory released time for each such day (i.e., a half day before a holiday).

F. Preparation periods shall be provided to teachers in grades one through twelve as follows:

<u>No. Periods Taught</u>	<u>Preparation Periods</u>
1	none
2	none
3	1/2 period
4	3/4 period
5 or more	1 period

Current practice for pre-primary teachers shall continue.

G. The number and length of faculty meetings is set forth in Paragraph B, subsections 1 and 2 of this article. Pre-primary teachers may have their faculty meetings at the conclusion of their school day unless, in the judgement of their building principal, it is necessary that a scheduled faculty meeting requires the presence of all teachers assigned to the building. It is understood that final authority for the agenda and for determining who shall be in attendance at faculty meetings rests with the building principal.

Written notice of meetings shall be given at least two weeks in advance and agendas shall be posted and provided for meeting participants at least one week prior to a meeting. Agenda items suggested by staff will be considered when feasible.

ARTICLE VIII

SALARIES

A. The salaries of all teachers covered by this agreement are set forth in Schedule A which is attached hereto and made part hereof.

B. 1. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.

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

3. Teachers shall receive their final checks and the pay schedule for the following year on the last working day in June.

C. Teachers may, at their option, have deducted from their salaries a specified amount to be paid into their accounts in the Monmouth-Ocean County Teachers Federal Credit Union.

D. Veterans shall be allowed full credit for each full year of military service up to and including four years.

E. The above provisions shall apply to teachers who hold emergency, provisional, limited, or permanent certificate and to properly certified school nurses.

F. Any employee hired after July 1, 1982, who has worked more than eight (8) months in a public school within one school year, shall be credited with a year's experience.

G. In determining the starting salary, a newly hired teacher may be credited with up to eight full years' previous school experience including military service. All approved previous experience shall be adjusted in succeeding years by the regular increment plus one hundred fifty dollars (\$150.00) extra until the proper place on the guide is reached. The above maximum years of previous service allowance may be waived for sound reasons that may be beneficial to the Keyport School System.

H. Annual increments may be withheld by the Board as provided by statute.

I. No adjustments in salary shall be made due to change in degree status after October 1 of the current year. Proof of changes of degree status must be submitted to the superintendent as of that date.

J. Teachers employed under the provisions of Chapter 46, and the Learning Disability Specialist shall receive \$200 above the proper step on the guide.

K. Part-time teachers shall be paid the appropriate fractional portion of the base salary to which they are entitled. The fraction shall be arrived at as follows:

Numerator = number of teaching periods plus preparation entitlement as outlined in paragraph F of Article VII
Denominator = eight (8).

ARTICLE IX

TEACHER ASSIGNMENT

All teachers shall be notified of their class, subject, and building assignment for the next school year prior to the end of the current school year.

In the event that changes in class, subject, and/or building assignments are proposed, the teachers affected shall be notified as soon as practicable. At the request of the teacher, the re-assignment will be reviewed between the teacher and the building principal. If not satisfied with the principal's answer, the teacher may request a meeting with the superintendent.

It is understood that the Board and the administration have the right to make all classroom, subject and building assignments.

ARTICLE X

VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. 1. The superintendent will have posted in all school buildings a list of the known vacancies that occur for the following school year.

2. A teacher who desires a change in grade, subject assignment and/or building, may submit to the superintendent a written statement of his/her intentions with a copy to his/her building principal not later than March 15.

B. All requests for voluntary reassignment and/or transfer will be honored to the extent that the requests do not conflict, in the opinion of the superintendent, with the instructional requirements and best interests of the school system. If more than one teacher has requested the same position, the position will be granted to the teacher who possesses the requirements for the position and who, in the opinion of the superintendent, will best serve the interest of the school system.

ARTICLE XI

PROMOTIONS

The Board agrees to have posted in each school all promotional

positions as soon as practicable after such positions become available.

ARTICLE II

JOINT INSTRUCTIONAL COUNCIL

A. A joint instructional council shall be established as soon as possible after the effective date of this Agreement. It shall consist of three members of the Board or their designees approved by the Board, three members of the Association designated by the president of the Association, and the superintendent who will act as chairman of the council.

- B. The purpose of the instructional council shall be to
1. evaluate problems presented to it by the Board designees, the Association designees and/or the Administration in the areas of teaching techniques, curriculum improvement, extra-curricular programs, in-service testing, pupil testing and evaluation, philosophy and educational goals of the district, teacher recruitment, research and experimentation, educational specifications for buildings, class size, specialists, teacher employment, teacher evaluation, teacher facilities, teacher-administration liaison, sabbatical leaves, professional development, protection of teachers and students, discipline, personal and academic freedom, books and other supplies, and other related matters regarding the effective operation of the Keyport School District;
 2. gather facts to provide for a complete understanding of these problems;
 3. discuss and attempt to arrive at a recommended solution to these problems;
 4. present conclusions and recommendations to the Board.

C. The Board agrees that within the school semester following receipt of a recommendation from the instructional council the Board will respond to the recommendation either by requesting additional information, or by indicating it will implement the recommendation, it will not implement the recommendation or will partially implement the recommendation.

D. Should the instructional council be unable to reach a recommended solution to the problem under consideration, then either the Board designees, the Association designees or the superintendent may request a meeting with the Board in executive session provided that each member of the instructional council is informed of the request. The Board agrees that if such a request is granted, every member of the instructional council will be permitted to attend the executive session.

E. The above procedures are not intended to preclude the

Association representatives from carrying on discussions with and resolving problems through the Superintendent.

F. The duties of the superintendent in addition to chairing the instructional council meetings shall be to convene meetings at the request of the Board's designees, the Association's designees or at his/her own request.

G. It is understood and agreed that the instructional council will function only in an advisory capacity, and should any of its conclusions or recommendations be rejected by the Board or should the Board refuse to implement any of its conclusions or recommendations, such action by the Board shall not constitute or be the basis for the processing of a grievance.

H. The contract shall contain a clause establishing a committee consisting of one teacher from each school and the Superintendent and one Board member. The committee's function shall be to draw guidelines for the compensation for teachers who voluntarily make presentations at Board meetings.

ARTICLE XIII

SICK LEAVE

A. All persons holding any office, position or employment in all school districts, regional school districts or county vocational schools of the State who are steadily employed by the Board or who are protected in their office, position or employment under the provisions of sections 18A:28-4, 18A:28-5, 18A:28-6, 18A:28-6.1, 18A:28-9, 18A:28-10, 18A:28-11, 18A:28-12, 18A:28-13, 18A:28-15, 18A:6-10 of the Revised Statutes or under any other law shall be allowed sick leave with full pay for a minimum of ten (10) school days in any school year. If any such person requires in any school year fewer than this specified number of days sick leave with pay allowed, all days of such leave not utilized that year shall be accumulative to be used for additional sick leave as needed in subsequent years.

B. Sick leave is hereby defined to mean an employee's absence from his/her post of duty because of personal disability due to illness or injury, or because he/she has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such a disease in his/her immediate household.

C. In case of sick leave claimed for a period of three days or more, it is required that a physician's certificate be filed with the secretary of the Board upon return to work.

D. The superintendent may request a physician's certificate be filed with him/her for absence claimed for a period of fewer than the three days, as provided in section B above.

E. When absence, as set forth in Section B of this Article,

exceeds the annual leave and the accumulated leave, the Board may, upon written request, pay any employee with three years or more service in Keyport, one day's salary, less the salary of a substitute, for each year's service over three years. This may not exceed ten (10) days in any one school year. A day's salary is defined as 1/200th of the annual salary.

F. The Board may at its discretion grant additional sick leave.

G. Any employee who has completed a minimum of ten years in the Keyport School System and retires or terminates employment with the Board for any reason other than the result of charges brought by the Board, and if appealed and sustained by the Commissioner of Education, shall be paid \$25.00 per day for all accumulated sick days for all employees with a cap of two hundred (200) days on all employees hired after June 30, 1988.

It is understood that this is not to be considered a death benefit and will not be paid to the heirs of those persons whose death occurs during the course of their employment with the Board of Education.

H. All employees who are not affected by Paragraph G but who are terminated (RIF) by the Board shall be paid \$25.00 per day for each day of accumulated sick leave.

ARTICLE XIV

TEMPORARY LEAVES OF ABSENCE

Teachers shall be entitled to the following temporary, nonaccumulative leaves of absence with full pay each school year.

A. Leaves of Absence for Personal Business

Two days leave of absence for personal business requiring absence during school hours may be granted. The following guidelines shall be followed for use of these days:

1. the granting of personal leave shall be limited to two teachers on any given day in each building,
2. application for personal leave shall be made at least two (2) days before taking such leave (except in the case of emergencies).
3. the applicant shall not be required to state the reason for taking such leave other than that he/she is taking it under this Section.

4. unused personal days shall be added to accumulated sick leave at the end of each school year.

B. Professional Days

1. The Board will allow each teacher one professional day per year, not accumulative, for the following purposes:

a. to visit other schools in New Jersey in the subject field in which the teacher is teaching for the purpose of the improvement of instruction; out of state visitation will be considered based on the program to be observed and the distance from Keyport.

b. to attend a professional conference in his/her subject area.

2. The following restrictions apply to the granting of professional days:

a. NEA, NJEA, MCEA, or KTA conventions, workshops, or other meetings are not part of the professional-day agreement,

b. in the event more than one staff member wishes to go to the same event on the same day, the principal has the right to refuse the request due to the number going,

c. the administration has the prerogative to refuse the professional day for good and just reason.

3. Teachers who request a professional day shall give reasons for the visitation, including the date, on duplicate forms provided by the building principal.

4. Remimbursement for expenses associated with a professional day would be granted under the following conditions:

a. at the request of the teacher and the approval of the building principal and superintendent, mileage would be reimbursed at the rate of twenty (20) cents per mile plus tolls,

b. for a special subject area conference in which the superintendent or principal requests a member or members of the staff to represent the school, complete conference fees including meals plus mileage at the rate of twenty (20) cents per mile, plus tolls would be reimbursable. The number of days will be

unlimited,

c. requests for reimbursement of costs and fees must be supported with receipts as required by the superintendent.

5. Provision would be made, whenever possible, for a substitute teacher to replace the teacher who is not present. It is clearly understood that times may arise when it is not possible to obtain a substitute. In that circumstance the absent teacher's classes would be divided among regular staff members.

C. Time Necessary for Appearance in Legal Proceedings

Time necessary for appearance in any legal proceeding which arises out of or in the course of the teacher's employment, or in any other legal proceeding if the teacher is required by subpoena to attend and is not a party to a suit. If an employee is a party to a suit which does not arise out of or in the course of his/her employment, absence from school in that connection shall be without pay.

D. Compassionate Leave

1. Up to three (3) days at any one time shall be granted in the event of death of a teacher's spouse, child, parent, brother, sister, mother-in-law, father-in-law, grandparents or any other member of the teacher's family living within the teacher's household.

2. Up to a maximum of three (3) days during the school year shall be granted for serious illness of a teacher's spouse, child, parent, grandparent or any other member of the teacher's family living within the teacher's household. At the request of the principal, the teacher shall present a physician's certificate in connection with request for time off under this section.

E. Educational Leave

Up to a total of two (2) days at the end of a school year shall be granted as may be required to attend summer school class or to travel to the place where such classes are to be held. Before leave is granted under this section, the teacher must establish to the principal's satisfaction that all of his/her year-end work is satisfactorily completed.

F. Military Leave

Any teacher who is a member of the reserve forces of any branch

of the military, or of the national guard shall be entitled to a leave of absence from his/her duties without loss of pay or time on all days during which he/she shall be engaged in active duty, active duty for training, or other duty ordered by the Governor or the President of the United States, provided that the leaves of absence for active duty or active duty for training shall not exceed 90 days in the aggregate in any one year. Leave of absence for such military duty shall be in addition to the regular vacation allowed a teacher.

G. Other leaves of absence with pay may be granted by the Board for good reason.

ARTICLE XV

EXTENDED LEAVES OF ABSENCE

A. The Board agrees that one tenured teacher designated by the Association shall, upon request, be granted a leave of absence without pay for up to one (1) year for the purpose of engaging in activities of the Association or its affiliates.

B. A leave of absence without pay of up to two (2) years shall be granted to any tenured teacher who serves in a full-time capacity in the Peace Corps, VISTA, National Teacher Corps, or as an exchange teacher or overseas teacher, or who accepts a Fulbright Scholarship.

C. A tenured teacher shall be granted a leave of absence without pay for up to one (1) year for the following purposes:

1. to become a matriculated, full time student at an accredited college or university for the purpose of obtaining an advanced degree in the subject area in which the teacher is assigned and in which he/she has been granted certification,

2. to teach in an accredited college or university,

3. to satisfy a one (1) year residency requirement in pursuit of an advanced educational degree at an accredited college or university.

D. 1. Military leave without pay shall be granted for a period of time not to extend beyond four years, to any teacher who is inducted or enlists in any branch of the Armed Forces of the United States.

2. Should the spouse of the teacher who is inducted or enlists be a tenured teacher within the district, the spouse will be granted leave without pay for the same

period. The benefits provided for the teacher in military service as outlined in Section H.1 of this Article shall not accrue to the spouse during the leave of absence.

E. 1. A tenured teacher shall notify the superintendent of her pregnancy as soon as it is medically confirmed. Said teacher may request a maternity leave without pay and said leave shall be granted in accordance with the statute and rules and regulations of the State Board of Education.

2. Any teacher adopting an infant child may receive similar leave which shall commence upon his/her receiving de facto custody of said infant, or earlier if necessary, to fulfill the requirements for the adoption.

3. No teacher on maternity leave shall, on the basis of said leave, be denied the opportunity to substitute in the Keyport School District in the area of his/her certification or competence.

F. A leave of absence without pay of up to one (1) year shall be granted to a tenured teacher for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Board.

G. The Board may grant other leaves of absence without pay to tenured teachers for good reason.

H. 1. Upon return from leave granted pursuant to Section A, B, C, or D, of this Article, a teacher shall be considered as if he/she were actively employed by the Board during the leave, shall receive longevity credit for the period of absence, and shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent. However, that time spent on leave under Section D shall not count toward the time requirement for acquiring tenure. A teacher shall not receive increment credit for time spent on a leave granted pursuant to Section E, F, or G of this Article.

2. All benefits to which a teacher was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, shall be restored to him/her upon his/her return, and he/she shall be assigned to the same position, if available, which he/she held at the time said leave commenced, or if the same position is not available, to a substantially equivalent one.

I. All applications for extensions or renewals of leaves shall be in writing. If the extension or renewal is granted, the response shall also be in writing.

J. Upon return from leave granted pursuant to Section C.1 of this article, a teacher shall demonstrate with written documentation successful completion of two semesters of full-time course work as designated by the institution attended. An official transcript from the institution shall be sent to the superintendent. Upon acceptance of conditions set under Section C.1 and Section H.1. of this Article, the superintendent with Board approval shall place the teacher on the appropriate salary level.

K. Any teacher who has been granted an extended leave of absence shall have available the opportunity to continue all health and insurance benefits at the group rate at his/her own expense until he/she returns to active employment.

ARTICLE XVI

SUBSTITUTES

Positions which are vacant because teachers are temporarily absent or on leave shall, to the extent possible, be filled by personnel who have fully met the appropriate certification requirements of the New Jersey State Board of Examiners. The Board agrees at all times to maintain an adequate list of substitute teachers in as much as possible. In the event that the school is unable to secure a substitute, the teachers who are assigned to the class or other duties will receive the sum of 1/10 of 1% of the B.A. base salary per class period if such duties interfere with the normally scheduled preparation period.

ARTICLE XVII

INSURANCE PROTECTION

A. The Board shall pay the cost of the Hospital Service Plan of New Jersey, (Blue Cross), Medical-Surgical Plan (Blue Shield) Rider J and Connecticut General Major Medical for all employees and, where requested, for family coverage. A Dental Plan, family coverage, shall commence only after the individual staff member makes application and then in accordance with the provisions of paragraph B of this Article. The cost for the Dental Plan for the 1988/89 shall be paid for by the Board. There will be no cap for the 1988/1989 school year. For the 1989/90 school year the dental plan will be capped at 1988/89 rates.

Additionally, the Board shall pay the cost of a \$3.00 Family Co-pay Prescription Drug Plan for the 1988/89 school year. The cost of the prescription drug plan shall be capped in 1989/90 at the 1988/89 rate.

B. The administration of the above named coverage shall be controlled by the rules and regulations of such plans, and the Board shall be in no way held responsible for these rules.

C. To insure that each teacher has the proper coverage under this Article, the Board shall during the school year provide a listing of the coverage of each teacher.

ARTICLE XVIII

DEDUCTIONS FROM SALARY

A. The Board agrees to deduct from the salaries of its teachers dues for the Keyport Teachers Association, the Monmouth County Education Association, the New Jersey Education Association and the National Education Association as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 N.J.S.A. 52:14-15.9e and under the rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the New Jersey Education Association headquarters by the 15th of each month following the monthly pay period in which deductions were made.

B. In accordance with Chapter 477, PL 1979, the Board hereby agrees to deduct from the salary of all non-association members a representation fee of 85% of the total cost of association membership and transmit this amount to the New Jersey Education Association headquarters.

ARTICLE XIX

MISCELLANEOUS PROVISIONS

A. This Agreement constitutes Board policy for the term of this Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

B. Copies of this Agreement shall be printed within thirty days after the Agreement is signed. The cost of the printing shall be shared equally by the parties.

ARTICLE XX

SAVINGS CLAUSE

Should any provision hereof, or the application of any such provision to any person or circumstance, be rendered or declared invalid by reason of any existing or subsequently enacted

legislation, or by any decree of a court of competent jurisdiction, or by any order of any administrative agency, state or federal, the remainder of this Agreement, or the application of any such provision to such persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

ARTICLE XXI

COMPLAINT PROCEDURE

Procedural Requirement

When any complaint regarding a teacher is made to any member of the administration by any parent, guardian or student, it must be made in writing and shall be processed according to the procedure detailed below.

A. Meeting with Principal, Teacher, Parent, Guardian, Student

The principal shall meet with the teacher and the parent, guardian or student to apprise the teacher and parent, guardian or student of the full nature of the complaint. Together they shall attempt to resolve the matter informally.

B. Review by Principal

If the complaint is unresolved, it shall be reviewed by the Principal in an attempt to resolve the matter to the satisfaction of all parties involved.

C. Submission to the Superintendent

Any complaint unresolved at step B may be submitted in writing by the parent, guardian or student to the Principal who shall forward a copy to the superintendent and teacher with his/her comments.

D. Meeting with the Superintendent

Upon receipt of the written complaint, the superintendent shall confer with all parties. The teacher shall have the right to representation by the Association at all meetings of the superintendent and the parent, guardian or student.

E. Recommendations of the Superintendent

If the superintendent is unable to resolve the complaint to the satisfaction of all parties concerned, he shall, at the request of any party, forward a written report of the results of his investigation and his recommendations to the Board. Copies shall

be sent to all parties concerned.

F. Meeting with the Board

After receipt of the findings and recommendations of the superintendent and before action thereon, the Board shall afford the parties the opportunity to meet with the Board, and show cause why the recommendations of the superintendent should not be followed. Copies of the action taken by the Board shall be forwarded to all parties.

ARTICLE XXII

TEACHER LATENESS

A. Each teacher shall be allowed two occasions of emergency lateness per year of up to one hour each. The teacher must inform the principal (if possible) of lateness and anticipated time of arrival.

B. If the number of emergency latenesses exceeds two per year, deductions from the teacher's pay shall be made as noted below.

1. When a teacher is more than one-half hour late, he/she will be docked 1/10 of 1% of the starting B.A. salary for the first hour or first period class, whichever applies.

NOTE: Time shall be taken as of the time the students are to be in session. (homeroom period)

2. If the lateness exceeds the first hour or first period class (whichever applies), he/she will be docked 1/1200 of his/her annual salary for each full or partial period.

NOTE: For self-contained classes, 40 minutes shall constitute a period and the factor shall be 1/1400.

ARTICLE XXIII

PROFESSIONAL IMPROVEMENT

The Board will reimburse each teacher at the rate of eighty-seven dollars (\$87.00) for each approved credit hour received by the teacher for accredited graduate courses taken while the teacher is under contract with the Board. Each course must be approved by the superintendent before the employee takes the course and must have been started after the beginning of the teacher's service with the Board.

Approved credits earned prior to June 30th and accepted by the superintendent on or before August 15th shall be reimbursed after the public board meeting in September. Reimbursement will only be made for courses passed. Such reimbursement shall be made

only if the teacher is employed by the Board for the succeeding year.

If the teacher receives outside aid for courses (such as NDEA funds), the teacher will not be reimbursed for these courses. However, these courses will count towards Bachelors plus 30 or Masters plus 30 credits on the salary guide.

To be approved by the superintendent, courses must be directly related to the teacher's instructional specialty or classroom assignment. Credits in administration are not applicable for credit reimbursement.

First year teachers may earn and be reimbursed for no more than three approved credits per semester during the school year. Teachers having one or more year's classroom experience will be limited to six approved credits per semester.

ARTICLE XXIV

DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 1988, and all of the foregoing terms shall remain in full force and effect until June 30, 1990. Negotiations for a subsequent agreement will commence as prescribed by the Public Employees Relation Commission, but no later than the second week of October 1989 unless another date is otherwise mutually agreed upon.

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

KEYPORT TEACHERS ASSOCIATION

KEYPORT BOARD OF EDUCATION

By _____
Its President

By _____
Its President

By _____
Its Secretary

By _____
Its Secretary

1988-1989

Teachers' Guide

Step	BA	BA+30	MA	MA+30	MA+60	PhD
0	\$ 21,300	\$ 22,400	\$ 23,500	\$ 24,600	\$25,700	\$26,800
1	22,000	23,100	24,200	25,300	26,400	27,500
2	22,600	23,700	24,800	25,900	27,000	28,100
3	23,250	24,350	25,450	26,550	27,650	28,750
4	23,800	24,900	26,000	27,100	28,200	29,300
5	24,200	25,300	26,400	27,500	28,600	29,700
6	24,750	25,850	26,950	28,050	29,150	30,250
7	25,300	26,400	27,500	28,600	29,700	30,800
8	26,000	27,100	28,200	29,300	30,400	31,500
9	26,900	28,000	29,100	30,200	31,300	32,400
10	27,600	28,700	29,800	30,900	32,000	33,100
11	28,350	29,450	30,550	31,650	32,750	33,850
12	29,050	30,150	31,250	32,350	33,450	34,550
13	29,850	30,950	32,050	33,150	34,250	35,350
14	30,600	31,700	32,800	33,900	35,000	36,100
15	31,650	32,750	33,850	34,950	36,050	37,150
16	32,750	33,850	34,950	36,050	37,150	38,250
17	33,700	34,800	35,900	37,000	38,100	39,200
18	34,750	35,850	36,950	38,050	39,150	40,250
19	35,600	36,700	37,800	38,900	40,000	41,100
20	37,000	38,100	39,200	40,300	41,400	42,500
21	40,400	41,500	42,600	43,700	44,800	45,900

11/21/88

1989-1990
Teachers' Guide

Step	BA	BA+30	MA	MA+30	MA+60	Phd
0	22,500	23,700	24,900	26,100	27,300	28,500
1	23,300	24,500	25,700	26,900	28,100	29,300
2	23,900	25,100	26,300	27,500	28,700	29,900
3	24,600	25,800	27,000	28,200	29,400	30,600
4	25,300	26,500	27,700	28,900	30,100	31,300
5	25,900	27,100	28,300	29,500	30,700	31,900
6	26,300	27,500	28,700	29,900	31,100	32,300
7	27,000	28,200	29,400	30,600	31,800	33,000
8	27,500	28,700	29,900	31,100	32,300	33,500
9	28,300	29,500	30,700	31,900	33,100	34,300
10	29,200	30,400	31,600	32,800	34,000	35,200
11	29,700	30,900	32,100	33,300	34,500	35,700
12	30,500	31,700	32,900	34,100	35,300	36,500
13	31,435	32,635	33,835	35,035	36,235	37,435
14	32,200	33,400	34,600	35,800	37,000	38,200
15	32,900	34,100	35,300	36,500	37,700	38,900
16	34,100	35,300	36,500	37,700	38,900	40,100
17	35,300	36,500	37,700	38,900	40,100	41,300
18	36,300	37,500	38,700	39,900	41,100	42,300
19	37,400	38,600	39,800	41,000	42,200	43,400
20	38,550	39,750	40,950	42,150	43,350	44,550
21	42,800	44,000	45,200	46,400	47,600	48,800

11/21/88

COACHES SALARY GUIDE

1988-1989

<u>POSITION</u>	<u>YEARS EXPERIENCE</u>			
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
Athletic Director	2,886	2,986	3,086	3,186
Head Football	2,805	2,905	3,005	3,105
Assistant Football	1,995	2,095	2,195	2,295
Head Basketball, Boys/Girls	2,697	2,797	2,897	2,997
Assistant Basketball, Boys/Girls	1,941	2,041	2,141	2,241
Freshman Basketball	1,833	1,933	2,033	2,133
Head Baseball	2,535	2,635	2,735	2,835
Assistant Baseball	1,833	1,933	2,033	2,133
Freshman Baseball	1,779	1,879	1,979	2,079
Head Track (Boys, Girls)	2,238	2,338	2,438	2,538
Assistant Track	1,698	1,798	1,898	1,998
Cross Country	1,914	2,014	2,114	2,214
Field Hockey or Girls Gymnastics	1,860	1,960	2,060	2,160
Head Softball	2,535	2,635	2,735	2,835
Assistant Softball	1,809	1,909	2,090	2,190
Bowling	1,563	1,663	1,763	1,863
Head Wrestling	2,454	2,554	2,654	2,754
Assistant Wrestling	1,833	1,933	2,033	2,133
Freshman Wrestling	1,563	1,663	1,763	1,863
Equipment Manager	1,374	1,474	1,574	1,654

1988-1989

YEARS EXPERIENCE

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
Cheerleaders Advisor	2,211	2,311	2,411	2,511
Freshman Cheerleaders Advisor	1,455	1,555	1,655	1,755
Tennis	1,590	1,690	1,790	1,890
Elementary Baseball	1,779	1,879	1,979	2,079
Elementary Basketball	1,779	1,879	1,979	2,079
Elementary Basketball, Girls	1,779	1,879	1,979	2,079
Elementary Softball	1,779	1,879	1,979	2,079
Elementary Wrestling	1,563	1,663	1,763	1,863
Elementary Cheerleaders Advisor	1,374	1,474	1,574	1,674

11/21/88

COACHES SALARY GUIDE

1989-1990

<u>POSITION</u>	<u>YEARS EXPERIENCE</u>			
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
Athletic Director	3,141	3,241	3,341	3,441
Head Football	3,053	3,153	3,253	3,353
Assistant Football	2,179	2,279	2,379	2,479
Head Basketball, Boys/Girls	2,937	3,037	3,137	3,237
Assistant Basketball, Boys/Girls	2,120	2,220	2,320	2,420
Freshman Basketball	2,004	2,104	2,204	2,304
Head Baseball	2,762	2,862	2,962	3,062
Assistant Baseball	2,004	2,104	2,204	2,304
Freshman Baseball	1,945	2,045	2,145	2,245
Head Track (Boys, Girls)	2,441	2,541	2,641	2,741
Assistant Track	1,858	1,958	2,058	2,158
Cross Country	2,091	2,191	2,291	2,391
Field Hockey or Girls Gymnastics	2,033	2,133	2,233	2,333
Head Softball	2,762	2,862	2,962	3,062
Assistant Softball	1,954	2,054	2,154	2,254
Bowling	1,712	1,812	1,912	2,012
Head Wrestling	2,674	2,774	2,874	2,974
Assistant Wrestling	2,004	2,104	2,204	2,304
Freshman Wrestling	1,712	1,812	1,912	2,012
Equipment Manager	1,508	1,608	1,708	1,808

1989-1990

YEARS EXPERIENCE

Cheerleaders Advisor	2,412	2,512	2,612	2,712
Freshman Cheerleaders Advisor	1,595	1,695	1,795	1,895
Tennis	1,741	1,841	1,941	2,041
Elementary Baseball	1,945	2,045	2,145	2,245
Elementary Basketball	1,945	2,045	2,145	2,245
Elementary Basketball, Girls	1,945	2,045	2,145	2,245
Elementary Softball	1,945	2,045	2,145	2,245
Elementary Wrestling	1,712	1,812	1,912	2,012
Elementary Cheerleaders Advisor	1,508	1,608	1,708	1,808

11/21/88

CO-CURRICULAR SALARY GUIDE

<u>POSITION</u>	<u>1988-1989</u>	<u>1989-1990</u>
Student Council	\$ 750	\$ 850
Music Director	2,000	2,100
Choral Director	950	1,050
Twirling/Flag & Color Guard	1,500	1,600
Intramural Directors, HS		
a. Tennis Program	500	600
b. Gymnastics Club, Girls	500	600
Intramural Directors, Elem.		
a. Fall, Boys	500	600
B. Fall, Girls	500	600
Yearbook Advisor	1,100	1,200
Student Newspaper	*1,200	*1,300
School Store Advisor	1,600	1,800
Advisors		
a. Senior	1,000	1,100
b. Junior	850	950
c. Sophomore	600	700
d. Freshman	500	600
e. Eighth Grade	600	700
f. Honor Society	750	850
g. Parent Newspaper	** 950	**1,050
h. Drama Club	750	850
i. Key Club	750	850

NOTE: *\$240 per edition, maximum 5 editions for 1988-1989.
 *\$260 per edition, maximum 5 editions for 1989-1990

NOTE: **\$190 per edition, maximum 5 editions for 1988-1989.
 **\$210 per edition, maximum 5 editions for 1989-1990.