

K A A - K B O E

CONTRACT

1993 - 1996

738

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## ARTICLE I

### RECOGNITION

The Keyport Board of Education hereby recognizes the Keyport School Administrators Association as the representative for the following administrative personnel for the purpose of collective negotiations:

1. Principal, High School
2. Vice Principal, High School
3. Principal, Elementary School
4. Vice Principal, Elementary School
5. Guidance Director, High School
6. Guidance Counselors, High School/Elementary School\*
7. Director of Special Services
8. Math/Science Supervisor
9. Language Arts Supervisor

The term "administrator" when used hereinafter in this Agreement shall refer to all employees in the bargaining unit as above defined. The term "Association" when used hereinafter shall refer to the Keyport School Administrators Association. The term "Board" when used hereinafter shall refer to the Keyport Board of Education. \*Existing counselors are to continue to be represented by the Association, but those ten month counselors hired for the 1985/86 school year and thereafter will no longer be part of the Administrators Association.

## ARTICLE II

### GRIEVANCE PROCEDURE

#### A. Definition

Grievance shall mean a claim by an administrator 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 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.

A grievance to be considered under this procedure must be initiated by the administrator within ten (10) working days after he would reasonably be expected to know of its occurrence. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance.

B. 1. It is agreed by both parties that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

3. It is agreed and understood that all administrators, including the grievant, 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 or grievances and any effort thereof shall have been fully determined.

4. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process.

C. 1. Level One:

Any administrator who has a grievance shall discuss it first, within five (5) working days of the grievance, with the Superintendent of Schools or his immediate supervisor, in an attempt to resolve the matter informally at that level.

2. Level Two:

If, as a result of the informal discussion, the

matter is not resolved to the satisfaction of the administrator within five (5) working days, he/she shall set forth his/her grievance in writing to the immediate supervisor with copies to the Superintendent of Schools or directly to the Superintendent if he is the immediate supervisor specifying:

- a. the nature of the grievance and the date of the event.
- b. the solution sought.
- c. the result of previous discussions.
- d. dissatisfaction with decision previously rendered.

A decision shall be communicated, with reasons, to the administrator within seven (7) working days of the receipt of the written grievance.

### 3. Level Three:

If the administrator is not satisfied with the disposition of his/her grievance at "Level Two," he/she may file his/her grievance in writing with the Superintendent of Schools or the Board of Education if the Superintendent is the immediate supervisor. If the Level Three hearing has been with the Superintendent and the administrator is dissatisfied with the Superintendent's decision, the grievance may then be submitted to the Board of Education. This will be accomplished by again submitting the grievance in writing to the Superintendent within five (5) working days of the "level Two" decision. The Superintendent shall then attach all related documents and shall forward all papers to the Board of Education within three (3) working days. The Board of Education shall review the grievance and render a decision in writing within twenty (20) calendar days of their receipt of the grievance. If, in the Board's judgement, a hearing is to be scheduled with the administrator, such hearing shall be held within twenty (20) working days of their receipt of the grievance. Subsequent to the hearing, a decision in writing shall be rendered within ten (10) working days of that hearing.

**ARTICLE III**

**ARBITRATION**

- A. Should the Association be dissatisfied with the decision on the grievance rendered by the Board, and if it involves the interpretation or application of any provision of this agreement it may, by a written 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 reference 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, a request for a list of arbitrators may be made to the American Arbitration Association by either party. 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 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 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 terms 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 provision 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 IV

##### 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 schoolroom to transact official Association business, such request will be granted provided:
  - 1. The request is made to the Superintendent at least three (3) days before the use of the room would occur.
  - 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.

#### ARTICLE V

##### ADMINISTRATOR'S CONTRACTUAL YEAR

- A. Administrator's employed on a twelve (12) month basis shall accrue 2 1/2 vacation days for each full month worked.
  - 1. Effective July 1, 1994, vacation days may be taken while school is in session, with the approval of the Superintendent.

2. Accrued vacation days on record prior to July 1, 1994, may be taken while school is in session, with approval of the Superintendent.
  3. A maximum of five (5) accrued vacation days may be carried to the following year.
  4. If not used in the following year, the administrators shall receive 1/240 x salary (year in which the time was earned).
  5. Any accrued vacation days saved after July 1, 1994, exceeding the aforementioned five (5) days shall be deleted without compensation.
  6. Accrued vacation days not taken prior to retirement shall be paid at 1/240 x salary of the year in which time was earned.
- B. During the school year administrators shall be entitled to 13 holidays as set forth below:
- |           |        |   |
|-----------|--------|---|
| July      | 1 day  | Independence Day                              |
| Sept.     | 1 day  | Labor Day                                     |
| Nov.      | 4 days | Thanksgiving Recess<br>& Convention days      |
| Dec.      | 2 days | Christmas Holiday                             |
| Jan.      | 2 days | New Year's Day &<br>Martin Luther King<br>Day |
| Feb.      | 1 day  | President's Day                               |
| Mar./Apr. | 1 day  | Good Friday                                   |
| May       | 1 day  | Memorial Day.                                 |
- C. The contract for ten (10) month employees shall commence September 1st and end June 30th.
- D. The length of the school year, for twelve (12) month administrators, shall not exceed 222 days.

## ARTICLE VI

### SALARIES

- A. The salaries of all administrators covered by this agreement are set forth in the salary guide which is attached hereto and made part hereof, effective July 1, 1993.
- B. 1. Administrators employed on a twelve month basis shall be paid in twenty-four (24) equal semi-monthly installments.



2. When pay day falls on or during a school holiday, vacation or weekend, administrators shall receive their pay checks on the last previous working day.
- C. Administrators may, at their option, have deducted from their salaries a specified amount to be paid into their accounts in the Monmouth-Ocean County Teacher Federal Credit Union.
- D. Veterans shall be allowed full credit for each full year of military service up to and including four years.
- E. Personnel who have received super-maximum payments during the 1985/86 school year shall continue to receive such payments. Personnel who have not received such payments will not be entitled to them in future years, i.e., from the 1986/87 school year on.
- F. For an administrator to receive an increment or salary adjustment, three (3) graduate credits must be taken every three (3) years. A combination of professional related seminars, workshops, Academy Courses(s), etc. may be substituted for college credits, with the approval of the Superintendent. Reimbursement will be at the prevailing rate of the institution attended. Courses may be taken in support of the PIP as set forth in the individual annual evaluation and must have prior approval of the Superintendent.
- G. Compensation for approved study, which is in excess of the three (3) credit requirement stated in paragraph "F" shall be reimbursed at the prevailing rate of the New Jersey State college. The course(s), for which reimbursement will be made, must have prior approval of the Superintendent.
- H. Reimbursement for tuition and/or expenses outlined in paragraph "F" will be made after submission of academic records for the courses.
- I. All administrators with an earned doctorate will receive a \$2,000 stipend above their step on the guide.
- J. A sum of \$3,000 will be placed annually by the Board in the budget. The sum to be expended on a rotating basis by administrators to attend regional, state, and/or national conferences related to their jobs.
- K. A sum of \$1,000 will be placed annually by the Board in the budget to be expended on a rotating basis by administrators for involvement in business and/or industrial training programs.

- L. For each principal the Board of Education shall set aside \$400 annually to allow for active membership in local community organizations.
- M. The Board of Education shall compensate any one administrator or supervisor responsible for a grant or grants coming into the district with a 1% stipend of the total amount, up to and not to exceed \$2,000. This amount shall be paid for each year the grant is to be in effect.

## ARTICLE VII

### SICK LEAVE

- A. All administrators employed by the Board of Education on a twelve (12) month contract shall be entitled to twelve (12) sick days each school year. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- B. No sick leave days heretofore accumulated shall be eliminated, but shall remain in effect.
- C. The Board at its discretion may grant additional sick leave.
- D. Any Administrator who has completed a minimum of ten (10) 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 \$35.00 per day for all accumulated sick days for all employees with a cap of 200 days on all employees hired after June 30, 1988.

In the event of the death of a member while in the employment of the Keyport Board, the beneficiary, as designated on the non-contributory insurance, will receive the benefits as outlined above.

- E. Any Administrator who has completed three (3) years service in the Keyport School District shall be compensated at the rate of \$25.00 per diem for accumulated sick days until reaching ten (10) years at which time the Administrator will revert to the above schedule.

## ARTICLE VIII

### PAYMENT FOR UNUSED VACATION DAYS

Members who do not use earned vacation time by the end of the school year following the year in which it is earned will be reimbursed at the rate of 1/240 of the contractual salary during the school year in which the vacation should have been taken.

In the event of the death of a member while in the employment of the Keyport Board, the beneficiary, as designated on non-contributory insurance, will receive the benefits as designated above.

## ARTICLE IX

### TEMPORARY LEAVES OF ABSENCE

Administrators shall be entitled to the following temporary nonaccumulative leaves of absence with full pay each school year:

1. Two (2) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Application for personal leave shall be made at least two (2) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than he/she is taking it under this section. Unused personal days would be added to the accumulated sick days at the end of each school year commencing with the 1984-1985 school year.
2. Time necessary for appearance in any legal proceeding which arises out of or in the course of the administrator's employment or in any other legal proceeding if the administrator 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.
3. Up to three (3) days at any time in the event of death of an administrator's spouse, child, parent, brother, sister, mother-in-law, father-in-law, grandparents or any other member of the

administrator's family living in the administrator's household.

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

4. Any administrator 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 respective duties with full pay and 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 leave of absence for active duty or active duty for training shall not exceed ninety (90) days in the aggregate in any one year.
5. Other leaves of absence with pay may be granted by the Board for good reason.

## ARTICLE X

### EXTENDED LEAVES OF ABSENCE

- A. The Board agrees that one tenured administrator 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 up to two (2) years shall be granted to any tenured administrator who joins the Peace Corps, Vista, National Teacher Corps, or serves as an exchange administrator or overseas administrator, and is a full-time participant in either of such programs, or accepts a Fulbright Scholarship.
- C. A tenured administrator shall be granted a leave of absence without pay for up to one (1) year to be an administrator or to teach in an accredited college or university.
- D. 1. Military leave without pay shall be granted for a period of time not to extend beyond four (4) years, to any administrator who is inducted or enlists in

any branch of the Armed Forces of the United States.

2. Should the spouse of the administrator 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 administrator 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. An administrator shall be granted maternity or paternity leave without pay upon written request. The request for maternity or paternity leave shall be granted without pay in accordance with the statute and rules and regulations of the State Board of Education.
  2. Any administrator 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 administrator 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 her certification or competence.
- F. A leave of absence without pay up to one (1) year shall be granted to a tenured administrator for the purpose of caring for a sick member of the administrator's immediate family. Additional leave may be granted at the discretion of the Board.
- G. Other leaves of absence without pay may be granted to tenured administrators by the Board for good reason.
- H.
1. Upon return from leave granted pursuant to Section A, B, C, or D of this Article, an administrator shall be considered as if he/she were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent, provided, however, that the time spent on leaves under section D shall not count toward the fulfillment of the time requirements for acquiring tenure. An administrator shall not receive increment credit for time spent on leave granted pursuant to Sections D, F and G of this Article.
  2. All benefits to which an administrator was entitled

at the time his/her leave of absence commenced, including unused accumulated sick leave, shall be restored to him/her upon their return, and he/she 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 position.

- I. All extensions or renewals of leaves shall be applied for and granted in writing.

## ARTICLE XI

### INSURANCE PROTECTION

- A. The Board shall pay the cost of a Hospital Service Plan and Major Medical for all employees and where requested for family coverage.
- B. 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 employee contribution toward the cost of the Dental Plan shall continue. For the 1993/1994, 1994/1995, 1995/1996 school year the dental plan will be capped at the 1991/1992 rates.
- C. The employee contribution toward the cost of the \$3.00/\$1.00 Family co-pay Prescription Plan shall continue. The cost of the prescription drug plan shall be capped in 1993/1994, 1994/1995, 1995/1996 school year at the 1991/1992 rate.
- D. 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 responsible for these rules.
- E. To insure that each administrator has the proper coverage under this Article, the Board shall during the school year provide a listing of the coverage of each administrator in addition, the Board shall provide the Association with the rates for all categories in the various insurance plans listed above.
- F. To insure that each administrator has the proper coverage under this Article the Board shall during the school year provide a listing of the coverage of each administrator upon request.
- G. The Board shall pay an amount not to exceed \$250 for an

annual physical for each administrator. The annual physical shall include but not be limited to the following:

1. A complete stress test every other year until age 50, then every year.
2. A complete blood analysis.
3. An electro-cardiogram.

Payment will be made upon presentation of the above report to the Board's authorized agent.

## ARTICLE XII

### DEDUCTIONS FROM SALARY

The Board agrees to deduct from the salaries of its administrators dues for the Keyport School Administrators Association, the Monmouth County Education Association, The New Jersey Educational Association and the National Education Association as said administrators individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with 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 treasurer of the Keyport School Administrators Association by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations.

## ARTICLE XIII

### PROFESSIONAL ORGANIZATIONS

Because of the advantages to the school derived from employees being active members in professional organizations, dues to one of the following organizations will be paid for by the Board for each district administrator:

National Association of School Administrators  
National Association of Elementary School Principals  
New Jersey Principals Association (Elementary)  
National Association of Secondary School Principals  
New Jersey Principals Association (Secondary)  
New Jersey Personnel & Guidance Association  
New Jersey Council of School Administrators

**ARTICLE XIV**  
**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 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 XV**  
**DURATION OF AGREEMENT**

- A. This agreement shall be effective as of July 1, 1993 and all of the foregoing terms shall remain in full force and effect until June 30, 1996. Negotiations for a subsequent agreement will commence during the second week of October 1995 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 by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first written above.

KEYPORT SCHOOL ADMINISTRATORS  
ASSOCIATION

By *Thomas Zuercher*  
President

By *Elizabeth East*  
Secretary

KEYPORT BOARD OF EDUCATION

By *Gene H. Jones*  
President

By *Frank O. Dwyer*  
Secretary



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**ADMINISTRATORS SALARY GUIDE**

<b>PRINCIPAL</b>	<b>1993-1994</b>	<b>1994-1995</b>	<b>1995-1996</b>
STEP 1	69,011	70,087	70,414
STEP 2	71,154	72,333	72,950
STEP 3	73,296	74,579	75,486
STEP 4	75,439	76,825	78,022
STEP 5	77,582	79,071	80,558
<b>VICE PRINCIPAL</b>	<b>1993-1994</b>	<b>1994-1995</b>	<b>1995-1996</b>
STEP 1	55,154	57,198	59,242
STEP 2	58,741	58,741	60,785
STEP 3	62,328	62,328	62,328
STEP 4	63,797	65,324	65,414
STEP 5	65,265	66,882	68,499
<b>SUPERVISOR</b>	<b>1993-1994</b>	<b>1994-1995</b>	<b>1995-1996</b>
STEP 1	48,620	49,000	49,500
STEP 2	50,986	50,957	51,464
STEP 3	52,169	53,438	53,427
STEP 4	53,352	54,706	56,060
STEP 5	54,535	56,584	58,633
<b>GUID. DIRECTOR</b>	<b>1993-1994</b>	<b>1994-1995</b>	<b>1995-1996</b>
STEP 1	59,787	61,211	62,815
STEP 2	61,392	62,816	64,420
STEP 3	62,997	64,421	66,025
STEP 4	64,602	66,026	67,630
STEP 5	66,207	67,631	69,235
<b>12 MONTH GUID.</b>	<b>1993-1994</b>	<b>1994-1995</b>	<b>1995-1996</b>
STEP 1	58,190	59,576	61,135
STEP 2	59,751	61,137	62,696
STEP 3	61,312	62,698	64,258
STEP 4	62,873	64,259	65,820
STEP 5	64,434	65,821	67,382