

AGREEMENT BETWEEN
KEYPORT BOARD OF EDUCATION
AND
KEYPORT TEACHERS ASSOCIATION

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Administration
1981
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I N D E X

	<u>ARTICLE</u>	<u>PAGE</u>
ARBITRATION-----	IV	7
ASSOCIATION RIGHTS AND PRIVILEGES-----	V	8
COMPLAINT PROCEDURE-----	XXII	28
DEDUCTIONS FROM SALARY-----	XVIII	25
DURATION OF AGREEMENT-----	XXI	27
EXTENDED LEAVES OF ABSENCE-----	XV	22
GRIEVANCE PROCEDURE-----	III	2
INSURANCE PROTECTION-----	XVII	25
JOINT INSTRUCTIONAL COUNCIL-----	XII	15
MISCELLANEOUS PROVISIONS-----	XIX	26
PREAMBLE-----		1
PROFESSIONAL IMPROVEMENT-----	XXIV	30
PROMOTIONS-----	XI	14
RECOGNITION-----	I	2
SALARIES-----	VIII	11
SALARY GUIDE-----		31
SAVINGS CLAUSE-----	XX	26
SCHOOL CALENDAR-----	VI	9a
SCOPE OF NEGOTIATIONS-----	II	2
SICK LEAVE-----	XIII	16
SUBSTITUTES-----	XVI	24
TEACHER ASSIGNMENT-----	IX	13
TEACHING DAY-----	VII	10
TEACHER LATENESS-----	XXIII	29
TEMPORARY LEAVES OF ABSENCE-----	XIV	19
VOLUNTARY TRANSFERS AND REASSIGNMENTS---	X	14

PREAMBLE

This Agreement entered into this ninth day of September, 1980, 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 all full time certificated personnel under contract excluding the superintendent of schools, principals and guidance counselors.

ARTICLE II
SCOPE OF NEGOTIATIONS

It is agreed that negotiation will not take place with regard to extra curricular contracts or special contracts. The offering of these types of contracts and the salaries to be paid for duties rendered under these contracts will be within the discretion of the Board.

ARTICLE III
GRIEVANCE PROCEDURE

A. Definitions

Grievance - The term grievance shall mean a complaint by an employee that alleges as to him that there has been a violation of the agreement or in 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:

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

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

Employee - An 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 he may designate to act on his behalf.

B. Principles

1. A grievant shall institute action under the provisions hereof within fifteen (15) calendar days of the occurrence complained of, or within fifteen (15) calendar days after he would reasonably be expected to know of its occurrence. Failure to act within said 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 own grievance or to designate a representative to appear on his behalf.

3. Whenever the grievant designates a representative to appear on his 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 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 constitute the filing of a grievance).

2. A grievant may file a grievance in writing by presenting the written grievance to his 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. recommended method of resolving the grievance.

3. The grievant and his 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 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. Accompanying the written request the grievant shall set out in writing the basis for his 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 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. Accompanying the written request the grievant shall set out in writing the basis for his 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 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

1. 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 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.

2. 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.

3. The arbitrator shall issue his 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 decision strictly to the application and interpretation of the provisions of this agreement and he shall be without power or authority to make any decision:

a. 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.

b. Involving Board policy or practice under the provisions of this agreement, or under applicable law, except that he 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.

c. 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.

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

5. 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 committee 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 to the building principal.

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 Secretary to the Board's office. 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 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 or his designate on the day.

ARTICLE VI

SCHOOL CALENDAR

A. The proposed school calendar for the year shall be compiled by the superintendent who may, at his 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 shall, prior to submitting same to the Board, provide the president of the Association with a copy of the proposed calendar. Should the Association wish to make proposed changes in the calendar as compiled by the Superintendent, the President of the Association shall provide the Superintendent with such proposed changes in writing within two school weeks immediately following receipt of the proposed calendar from the Superintendent.

C. The calendar as compiled by the Superintendent along with any proposed 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 proposed 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 arrives at school in the morning and when he leaves after the school day ends.

B. The school day for Elementary teachers, exclusive of extra curricular activities, shall commence ten (10) minutes before and end fifteen (15) minutes after the student day as set forth below:

1. East Keyport School

Pre Primary	8:45 - 11:30	12:30 - 2:30
1 & 2	8:45 - 11:45	12:30 - 2:38
3	8:45 - 11:45	12:30 - 2:52

2. Central School

Pre Primary	9:00 - 11:15	11:37 - 2:07
Grade 1	8:45 - 11:47	12:09 - 2:15
Grade 2	8:45 - 12:19	12:41 - 2:15
Grade 3, 4	8:45 - 10:52	11:14 - 2:29
Grade 5	8:45 - 12:40	1:20 - 2:29
Grade 6	8:45 - 11:25	11:47 - 2:50
Grade 7	8:45 - 11:50	12:12 - 2:50
Grade 8	8:45 - 12:15	12:37 - 2:50

3. High School

The School day for high school teachers, exclusive of extra-curricular activities, shall commence at 7:50 a.m. and end at 2:55 p.m.

4. Special Classes in Central School

8:45 - 2:14

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 free lunch period as provided for in Title 18A.

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 a 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 pay checks 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.

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.

	<u>80-81</u>	<u>81-82</u>
D. 1. Minimum salary for nurse with no degree.....	\$ 9,300.00	\$ 9,300.00
Maximum salary for nurse with no degree in 16 steps.....	18,275.00	18,975.00
Minimum and Maximum salary for nurse with a degree shall be the same as appropriate teachers guide.		
2. Minimum salary for teacher with no degree.....	9,300.00	9,300.00
Maximum salary for teacher with no degree in 16 steps.....	18,275.00	18,975.00
3. Minimum salary for teacher with Bachelors Degree or equivalent.....	11,275.00	12,075.00
Maximum salary for teacher with Bachelors Degree in 20 steps.....	21,875.00	23,325.00
4. Minimum salary for teacher with Bachelors Degree + 30 graduate credits....	11,875.00	12,675.00
Maximum salary for teacher with Bachelors Degree + 30 graduate credits....	22,475.00	23,925.00
5. Minimum salary for teacher with Masters Degree.....	12,475.00	13,275.00
Maximum salary for teacher with Masters Degree.....	23,075.00	24,525.00
6. Minimum salary for teacher with Masters Degree + 30 graduate credits....	13,075.00	13,875.00
Maximum salary for teacher with Masters Degree + 30 graduate credits....	23,675.00	25,125.00
7. Minimum salary for teacher with PhD.....	13,675.00	14,475.00
Maximum salary for teacher with PhD.....	24,275.00	25,725.00

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

F. The above provisions shall apply to teachers who hold emergency, provisional, limited, or permanent certificates and to properly certified school nurse.

G. A years experience shall be interpreted as a complete year in a public school.

H. A teacher may be hired and given up to eight full years previous school experience including military service as a starting salary. All approved previous experience shall be adjusted in succeeding years by receiving 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.

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

J. 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.

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

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 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 intentions with a copy to his building principal not later than March 15.

B. 1. 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 XII

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 of Schools 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 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 it will respond to the recommendation either by requesting additional information, 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 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 of Schools.
- 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 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.

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 less 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. 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 with the application for leave of absence.

C. The Superintendent of Schools may request a physician's certificate be filed with him for absence claimed for a period of less than the three days as provided in section B above.

D. Sick leave is hereby defined to mean the absence from his or her post of duty, of any such person because of personal disability due to illness or injury, or because he or 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 or her immediate household.

E. When absence, under the circumstances described in Section D of this act, exceeds the annual leave and the accumulated leave, the Board may, upon written request, pay any teacher 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 but not to 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 as follows.

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.

All members retiring before August 1, 1979 shall be paid \$25.00 per day for each day of accumulated sick leave.

Thereafter accumulated sick days would be paid as follows:

<u>Age at Retirement</u>	<u>Payment</u>
55 or below	\$25.00 per day for all accumulated sick days
56-58	\$25.00 per day for 90% accumulated sick days
59-60	\$25.00 per day for 80% accumulated sick days
61-64	\$25.00 per day for 75% accumulated sick days
65 or above	\$25.00 per day for 70% accumulated sick days

ARTICLE XIV

TEMPORARY LEAVES OF ABSENCE

A. As of the beginning of the 1979-80 school year, teachers shall be entitled to the following temporary nonaccumulative leaves of absence with full pay each school year:

1. 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:

a) Personal days not requested before or after a holiday or after April 30 may be "non-designated" days in that the applicant shall not be required to state the reason for taking such leave other than he/she is taking it under this section.

b) Personal days taken before or after a holiday or after May 1 must be "designated days" in that the applicant must specify the reason for the requested absence. Permission for "designated day" absences will only be granted when the staff member can demonstrate that a bona fide emergency or situation that cannot be handled after school hours exists. The building principal and/or superintendent may deny requests for designated personal day absences if more than two other staff members under a principal's jurisdiction have been granted permission to be absent on the same school day.

c) Application for personal leave shall be made at least two (2) days before taking such leave (except in the case of emergencies).

2. Up to three (3) days per school year for observance of religious holy days where said holy day falls on a regular school day and where said observance prevents the teacher from working on said days. Requests for time off under this section must be made one week in advance.

3. 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 their subject area.

c) A professional day would be granted under the following conditions:

(1) At the request of the teacher and the approval of the building principal and superintendent. Mileage would be reimbursed at the rate of twelve cents per mile.

(2) 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 twelve cents per mile would be reimbursable. The number of days will be unlimited.

d) 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 have to be divided among regular staff members.

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

f) N.E.A., N.J.E.A., M.C.E.A., OR K.T.A. conventions, workshops, or other meetings are not part of the professional day agreement.

g) 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.

h) The administration has the prerogative to refuse the professional day for good and just reason.

4. 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 employment, absence from school in that connection shall be without pay.

5. Up to three (3) days at any one time 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.

Up to a maximum of three (3) days during the school year 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.

6. Up to a total of two (2) days at the end of a school year 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 year end work is satisfactorily completed.

7. 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 leave of absence

from their respective duties without loss of pay or time on all days during which they 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.

8. 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 tenure 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 teacher on tenure who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher or overseas teacher, and is a full-time participant in either of such programs, or accepts a Fulbright Scholarship.

C. (1) A teacher on tenure shall be granted a leave of absence without pay for up to one (1) year to attend an accredited college or university of which he/she would be a matriculated, full time student for the purpose of obtaining an advance degree in the subject area in which the teacher is assigned/to which he/she has been granted certification.

(2) To teach in an accredited college or university and/or:

(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 State.

(2) Should the spouse of the teacher who is inducted or enlists be a tenure 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. Any teacher adopting an infant child may receive similar leave which shall commence upon her receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption.

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 her certification or competence.

F. A leave of absence without pay of up to one (1) year shall be granted to a tenure 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. Other leaves of absence without pay may be granted to tenure teachers by the Board 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 or she were actively employed by the Board during the leave, receive longevity credit for period of absence, and shall be placed on the salary schedule

at the level he or she would have achieved if he or she had not been absent, provided, however, that time spent on said leaves under Section D shall not count toward the time requirements 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 leave of absence commenced, including unused accumulated sick leave, shall be restored to him upon his return, and he shall be assigned to the same position which he held at the time said leave commenced, if available or, if not, to a substantially equivalent position.

I. All extensions or renewals of leaves shall be applied for and granted 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 of Schools and upon acceptance of conditions met 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.

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. Beginning with the 1976-77 school year, 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 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, such 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 not to exceed \$12.42 - Husband & Wife, \$19.00 - Family.

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

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 (NJSA 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 Teachers Association by the 15th of each month following the monthly pay period in which deduction were made. The Association treasurer shall disburse such monies to the appropriate association or associations.

ARTICLE XIX

MISCELLANEOUS PROVISIONS

- A. This Agreement constitutes Board policy for the term of said 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

DURATION OF AGREEMENT

A. This Agreement shall be effective as July 1, 1980 and all of the foregoing terms shall remain in full force and effect until June 30, 1982. Negotiations for a subsequent agreement will commence as prescribed by the Public Employees Relation Commission, but no later than the second week of October 1981 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 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

ARTICLE XXII

COMPLAINT PROCEDURE

A. Procedural Requirement

Any complaint regarding a teacher made to any member of the Administration by any parent, guardian or student must be made in writing and shall be processed according to the following procedure:

B. Meeting With Principal, Teacher, Parent, Guardian, Student.

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

C. 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.

D. Submission To The Superintendent.

Any complaint unresolved at step C 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 comments.

E. 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.

F. Recommendations of the Superintendent.

If the Superintendent is unable to resolve the complaint to the satisfaction of all parties concerned, at the request of any parties, he shall forward the results of his investigation along with his recommendations in writing to the Board and a copy to all parties concerned.

G. 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.

XXIII

TEACHER LATENESS

1. Each teacher shall be allowed two occasions of an emergency lateness per year up to one hour if the following procedure is followed:
 - A. Inform the Principal (if possible) of lateness and anticipated time of arrival. Deductions of pay shall be incurred by the teacher if there are over two of an emergency nature as follows:
 - (a) When teacher is tardy over a half-hour, the teacher will be docked $1/10$ of 1% of the starting B.A. salary for first hour or first period class, whichever applies.
NOTE: Time shall be taken as of the time the students are to be in session. (Home Room period)
 - (b) Additional lateness of the same day shall be computed on the basis of $1/1200$ of annual salary for each or part of a period.
NOTE: For self-contained classes 40 minutes shall constitute a period and the factor shall be $1/1400$.

XXIV

PROFESSIONAL IMPROVEMENT

The Board of Education will reimburse each teacher at the rate of forty-five dollars (\$45.00) for each approved credit hour received by the teacher for accredited graduate courses taken while the teacher is under contract with the Keyport Board of Education. Said courses 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 Keyport Board of Education.

Approved credits earned prior to June 30th and accepted by the Superintendent of Schools 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 Keyport Board of Education 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 Keyport salary guide.

To be approved by the Superintendent of Schools courses must be directly related to the teachers 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 years classroom experience will be limited to six approved credits per semester.

TEACHER SALARY GUIDE

1980-1981

<u>COMPLETED</u> <u>YRS.</u>	<u>NON</u> <u>DEGREE</u>	<u>BA</u>	<u>BA + 30</u>	<u>MA</u>	<u>MA + 30</u>	<u>PH D</u>
0	9,300	11,275	11,875	12,475	13,075	13,675
1	9,800	11,825	12,425	13,025	13,625	14,225
2	10,475	12,375	12,975	13,575	14,175	14,775
3	10,975	12,925	13,525	14,125	14,725	15,325
4	11,475	13,475	14,075	14,675	15,275	15,875
5	11,975	14,025	14,625	15,225	15,825	16,425
6	12,425	14,575	15,175	15,775	16,375	16,975
7	12,925	15,125	15,725	16,325	16,925	17,525
8	13,525	15,675	16,275	16,875	17,475	18,075
9	14,075	16,275	16,875	17,475	18,075	18,675
10	14,675	16,875	17,475	18,075	18,675	19,275
11	15,225	17,475	18,075	18,675	19,275	19,875
12	15,825	18,075	18,675	19,275	19,875	20,475
13	16,425	18,725	19,325	19,925	20,525	21,125
14	16,775	19,375	19,975	20,575	21,175	21,775
15	17,475	20,025	20,625	21,225	21,825	22,450
16	18,275	20,675	21,275	21,875	22,475	23,075
17 - 19		21,475	22,075	22,675	23,275	23,875
20 - 24		21,675	22,275	22,875	23,475	24,075
25 +		21,875	22,475	23,075	23,675	24,275

TEACHER SALARY GUIDE

1981-1982

<u>COMPLETED</u> <u>YRS.</u>	<u>NON</u> <u>DEGREE</u>	<u>BA</u>	<u>BA + 30</u>	<u>MA</u>	<u>MA + 30</u>	<u>PH D</u>
0	9,300	12,075	12,675	13,275	13,875	14,475
1	9,800	12,625	13,225	13,825	14,425	15,025
2	10,475	13,175	13,775	14,375	14,975	15,575
3	11,075	13,725	14,325	14,925	15,525	16,125
4	11,575	14,275	14,875	15,475	16,075	16,675
5	12,075	14,825	15,225	16,025	16,625	17,225
6	12,525	15,375	15,975	16,575	17,175	17,775
7	13,025	15,925	16,525	17,125	17,725	18,825
8	13,625	16,475	17,075	17,675	18,275	18,875
9	14,175	17,075	17,675	18,275	18,875	19,475
10	14,775	17,675	18,275	18,875	19,475	20,075
11	15,325	18,275	18,875	19,475	20,075	20,675
12	15,925	18,875	19,475	20,075	20,675	21,275
13	16,525	19,525	20,125	20,725	21,325	21,925
14	16,875	20,175	20,775	21,375	21,975	22,575
15	17,575	20,825	21,425	22,025	22,625	23,225
16	18,475	21,475	22,075	22,675	23,275	23,875
17	18,975	22,125	22,725	23,325	23,925	24,525
18 - 19		22,925	23,525	24,125	24,725	25,325
20 - 24		23,125	23,725	24,325	24,925	25,525
25 +		23,325	23,925	24,525	25,125	25,725