

ALPHABETICAL INDEX

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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. Supervisor of Pupil Personnel Services
6. Director of Curriculum & Instruction
7. Supervisor of Guidance

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.

ARTICLE II

GRIEVANCE PROCEDURE

- A. Definition: Grievance shall mean a claim by an administrator that alleges 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/she 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 administrators who have 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 administrators, within five (5) working days, he/she shall set forth his/her grievance in writing directly to the Superintendent of Schools 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 administrators are not satisfied with the disposition of his/her grievance at "Level Two", he/she may file his/her grievance in writing to the Board of Education. 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 schedule a hearing with the administrators within ten (10) working days of the receipt of the grievance. After the hearing is held, the Board shall render a decision in writing 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 NJ Public Employment Relations Commission by either party. The parties shall then be bound by the rules and procedures of the NJ Public Employment Relations Commission 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 hearing 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 he/she may decide in a particular case that the Board policy, practice or administrative decision was disregarded or that it 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

ADMINISTRATORS' CONTRACTUAL YEAR

- A. Twelve month administrators shall earn vacation days for each full month worked as follows: One and two thirds ($1 \frac{2}{3}$) days after completion of one year; one and ten twelfths ($1 \frac{10}{12}$) days after completion of five years; two and one- twelfth ($2 \frac{1}{12}$) days after completion of ten years. Accrued vacation days may be utilized after three months of employment. Exceptions may be made for the winter and spring recess periods with the approval of the Superintendent of Schools.
 - 1. Vacation days may be taken while school is in session, with the approval of the Superintendent.
 - 2. A maximum of five (5) accrued vacation days may be carried to the following year.
 - 3. Any accrued vacation days exceeding the aforementioned five (5) days shall be deleted without compensation.

4. Accrued vacation days not taken in final year of employment with district shall be paid at 1/240 x salary of the year in which time was earned.
 5. After completion of one year of employment, all vacation days earned and accrued may be used through August 31, with the exception of the permissible maximum carry over of five (5) accrued vacation days, after which they shall be deleted without compensation.
 6. Administrators must coordinate break schedules with secretarial staff so that an administrator is present when office personnel are scheduled to work. At least one building/district administrator must be present in the building during this time.
- B. During the school year 12 month administrators shall be entitled to 14 holidays and 10 month administrators shall be entitled to 13 holidays as set forth below:

July	1 day	Independence Day
September	1 day	Labor Day
November	4 days	Thanksgiving Recess & Convention Days
December	2 days	Christmas Holiday
January	2 days	New Year's Day & Martin Luther King Day
February	1 day	President's Day
March/April	2 days	Good Friday and Easter Monday
May	1 day	Memorial Day

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, 2008.
- B.
 1. Administrators employed on a twelve month basis shall be paid in twenty-four (24) equal semi-monthly installments. Ten month administrators shall be paid in twenty (20) 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 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. A graduate course, professional related seminars, workshops, etc. shall be reimbursed at the cost of the program or, in the case of graduate courses, at the prevailing rate of Rutgers, The State University. All course work or any other professional development program for which reimbursement will be made must have prior approval of the Superintendent. The total maximum board liability for tuition reimbursement shall be capped at \$5,000.00 for each person and a limit of \$25,000 annually.
- F. Reimbursement for tuition and/or expenses outlined in paragraph “E” will be made after submission of academic records for the courses. Reimbursement will be paid the following September and will not be provided to administrators who leave employment in the School District less than (1) one year subsequent to taking the course.
- G. All administrators with an earned doctorate will receive a \$2,500 stipend above their step on the guide.
- H. A sum of \$5,000 will be placed annually by the Board in the budget. The sum is to be expended by two administrators to attend different regional, state, and/or national conferences related to their jobs on a rotating basis approved by the Superintendent. All members of the Association who may need to utilize their automobiles for such travel will be reimbursed at guidelines contained in the New Jersey Office of Management and Budget.
- I. The Board of Education shall compensate any one administrator or supervisor responsible for a non-entitlement grant or grants coming into the district with a 3% 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 nine (9) 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

\$70.00 per day for all accumulated sick days for all employees with a cap not to exceed \$15,000.00.

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.

ARTICLE VIII

TEMPORARY LEAVES OF ABSENCE

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

1. Four (4) 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 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.

Three (3) unused personal days would be added to the accumulated sick days at the end of each 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 require the use of personal days/vacation time.
3. Up to five (5) 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 two (2) 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 IX

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 of 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 Corp, Vista, National Teachers 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 an 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. The duration for maternity leave shall not exceed one year. Leave granted under this provision shall not be in addition to leave permitted under State and/or Federal regulations.
 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 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 X

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 and a Prescription Drug Plan shall commence only after the individual staff member makes application and then in accordance with the provisions of paragraph C of this Article. The employee contribution toward the cost of the Dental Plan and Prescription Drug Plan shall continue during the term of this Agreement.

C.

1. Effective January 1, 2009, the co-pay cost to the employee for the Prescription Drug Plan shall be increased to \$10.00 brand name, \$3.00 generic at the pharmacy and \$15.00 brand name and \$5.00 generic through mail order.

2. Effective January 1, 2009, the employee contribution toward premiums of the Dental and the Prescription Drug Plans shall be as follows:

5% -2008-09 10% - 2009-10 10% - 2010-11

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.

ARTICLE XI

PROFESSIONAL ORGANIZATIONS

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

National Staff Development Council
Association for Supervision and Curriculum Development
New Jersey Principals and Supervisors Association
National Association of Secondary School Principals
National Association of Elementary School Principals
New Jersey Association of Pupil Services Administrators
Monmouth County Association Directors Special Services
American School Counselor Association

ARTICLE XII

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, 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 XIII

LETTERS OF REPRIMAND

Any administrator receiving a letter of reprimand shall have the right to meet with the Board of Education to discuss the contents of the letter prior to it being placed in his/her personnel file.

ARTICLE XIV

DURATION OF AGREEMENT

- A. This agreement shall be effective as of July 1, 2008 and all of the foregoing terms shall remain in full force and effect until June 30, 2011. Negotiations for a subsequent agreement will commence during the second week of October 2010 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**

KEYPORT BOARD OF EDUCATION

By _____
President

By _____
President

By _____
Secretary

By _____
Secretary