

\* \* CONTRACT BETWEEN \* \*

KTA & KEYPORT BOARD OF ED.

1990-91

1991-92

1992-93

# I N D E X

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## PREAMBLE

This agreement is entered into this 27th day of March 1991 by and between the Board of Education of Keyport, the Borough of Keyport, New Jersey, hereinafter called the "Board," and the Keyport Teachers Association hereinafter called the "Association."

## ARTICLE I RECOGNITION

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

## ARTICLE II SCOPE OF NEGOTIATIONS

- A. Any rules or regulations which affect the terms and conditions of employment shall first be discussed and negotiated with the majority representative before implementation.
- B. Negotiations shall include salaries and duties for co-curricular and coaching responsibilities performed under supplemental coaching and co-curricular contracts.

## ARTICLE III GRIEVANCE PROCEDURE

### A. Definitions

- 1. A grievance shall mean a claim by a member of the bargaining unit or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting a member or group of members of the bargaining unit.
- 2. The term grievance shall not apply to the following:
  - a. any matter wherein the Board is precluded by law from granting the relief sought,
  - b. any rule or regulation of the State Commissioner of Education or the State Board of Education having the force and effect of law,

c. any matter which is demonstrated by law to be exclusively within the discretion of the Board,

d. any matter for which a method of review is otherwise specifically prescribed by law, i.e., tenure and increment reviews.

3. Nothing in the above definition of the word grievance shall preclude more than one employee from joining with other employees in the presentation of a single grievance, provided that the alleged grievance arises out of facts similar in substance and circumstances and that each employee joining in the presentation of a single grievance is similarly affected.

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

5. Employee shall mean a certificated employee within the negotiating unit.

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

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

#### B. Principles

1. A grievance to be considered under this procedure must be initiated within fifteen (15) school days from the time when the grievant knew or should have reasonably known of its occurrence. Failure to act within the specified fifteen (15) day period shall be deemed to constitute an abandonment of the grievance.

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

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

#### C. Procedure

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

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

a. the contract provision, policy, administrative decision, or practice being grieved.

b. the remedy sought

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

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

5. If the grievance has not been resolved at steps 3 and 4 of the procedure, the grievant may request a meeting with the superintendent. If the grievant requests a meeting with the superintendent, the request shall be made in writing no later than five (5) school days following the principal's decision. This written request must be accompanied by a written account describing the basis for the grievant's dissatisfaction with the principal's decision.

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

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

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

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

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

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

D. Meetings and Hearings

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

ARTICLE IV  
ARBITRATION

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

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

C. The arbitrator shall issue his/her decision not later than thirty (30) days from the date of the closing of the hearings or, if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted. The arbitrator shall limit his/her decision strictly to the application and interpretation of the provisions of this agreement, and he/she shall be without power or authority to make any decision:

1. contrary to, or inconsistent with, or modifying, or varying in any way, the terms of this agreement, or of

applicable law, or rules or regulations having the force and effect of law,

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

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

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

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

#### ARTICLE V ASSOCIATION RIGHTS AND PRIVILEGES

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

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

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

2. the room is available for the date requested.

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



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

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

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

#### ARTICLE VI SCHOOL CALENDAR

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

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

C. The proposed calendar as compiled by the superintendent, along with any suggested changes recommended by the Association, shall be submitted to the Board for its approval or rejection. Should the Board not approve the calendar as proposed by the superintendent or refuse to adopt a calendar with suggested changes as recommended by the Association, such action by the Board shall not constitute or be the basis for the processing of a grievance. It is understood that final authority for adoption of a school calendar rests with the Board.

ARTICLE VII  
TEACHING DAY

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

B. The length of the work day shall not exceed 6 hours and 35 minutes. The school day for teachers shall be as follows:

1. For elementary teachers, exclusive of extra-curricular activities, shall commence eighteen (18) minutes before and end five (5) minutes after the school day, except on days of faculty meetings. Faculty meetings, each no more than sixty (60) minutes beyond the end of the school day, may be scheduled up to four (4) times per year. There will be no additional compensation or released time granted for these four (4) meetings. The Central School student day shall be as set forth below:

a. Kindergarten - The student day for kindergarten students shall begin at 8:43 AM and end at 1:50 PM.

b. Grades 1 through 8

Period	Begin	End
Sign-in	8:25	8:43
1	8:43	9:23
2	9:25	10:05
3	10:07	10:47
4	10:49	11:29
5	11:31	12:11
Lunch	12:15	12:45 (Grades 7 and 8)
6	12:48	1:28
7	1:31	2:11
8	2:15	2:55
Sign-out	2:55	3:00

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

2. For high school teachers, exclusive of extra-curricular activities, shall commence at 7:45 AM and end at 2:20 PM, except on days of faculty meetings. Faculty meetings, each no more than sixty (60) minutes beyond the end of the school day, may be scheduled up to four (4) times per year. There will be no additional compensation or released time granted for these four meetings. The student day shall be set forth below:

<u>Lunch A</u>			<u>Lunch B</u>		
Period	Begin	End	Period	Begin	End
Sign-in	7:45	7:57	Sign-in	7:45	7:57
1	7:57	8:37	1	7:57	8:37
2	8:40	9:20	2	8:40	9:20
3	9:23	10:03	3	9:23	10:03
4	10:06	10:46	4	10:06	10:46
Lunch	10:49	11:19	5	10:49	11:29
5	11:22	12:02	Lunch	11:32	12:02
6	12:05	12:45	6	12:05	12:45
7	12:48	1:28	7	12:48	1:28
8	1:31	2:11	8	1:31	2:11
Sign-out	2:11	2:20	Sign-out	2:11	2:20

C. For grades 7 through 12 - The workday shall be defined as seven (7) periods of 40 minutes each, with a maximum of 6 teaching periods. Duty periods shall be considered as work periods.

D. If a teacher is assigned a seventh (7th) teaching period, he/she shall be compensated as follows:

1. If the seventh (7th) teaching period is assigned on a temporary bases, the compensation shall be the same rate as if the teacher were assigned a class under Article XVI.
2. If the seventh teaching period is assigned as a permanent assignment, the compensation shall be an additional one-eighth (1/8) of the teachers annual salary.

E. 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.

F. Each teacher shall have a daily thirty (30) minute duty-free lunch period.

G. Teachers may be required to report to their assigned schools during the evening hours twice each school year for activities such as "back to school night," etc. In return for services

rendered on such occasions, teachers shall be granted compensatory released time for such day (i.e., a half-day before a holiday).

H. Duty free preparation periods shall be provided to teachers in grades one through twelve as follows:

<u>Number of periods taught</u>	<u>Number of preparation periods</u>
1	none
2	none
3	1/2 period
4	3/4 period
5 or more	1 period

Current practice for pre-primary teachers shall continue.

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

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

#### ARTICLE VIII SALARIES

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

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

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

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

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

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

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

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

G. In determining the starting salary, a newly hired teacher may be credited with up to eight full years' previous school experience including military service. The above maximum years of previous service allowance may be waived for sound reasons that may be beneficial to the Keyport School System. However, in no event, shall a newly hired staff member receiving prior employment credit be placed on a step (level) higher than that credit.

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

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

J. Teachers hired prior to January 1, 1990 who are employed under the provisions of Chapter 46, and the Learning Disability Specialist shall receive \$200 above the proper step on the guide.

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

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

L. The compensation for curriculum work outside of school hours and home instruction shall be 1/1200th of the individual's base salary per hour.

ARTICLE IX  
TEACHER ASSIGNMENT

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

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

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

ARTICLE X  
VOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. 1. The superintendent will have posted in all school buildings a list of the known vacancies that occur for the following school year.
2. A teacher who desires a change in grade, subject assignment and/or building, may submit to the superintendent a written statement of his/her intentions with a copy to his/her building principal not later than March 15.
- B. All requests for voluntary reassignment and/or transfer will be honored to the extent that the requests do not conflict, in the opinion of the superintendent, with the instructional requirements and best interests of the school system. If more than one teacher has requested the same position, the position will be granted to the teacher who possesses the requirements for the position and who, in the opinion of the superintendent, will best serve the interest of the school system.

ARTICLE XI  
PROMOTIONS

The Board agrees to have posted in each school all promotional positions as soon as practicable after such positions become available.

ARTICLE 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 who will act as chairman of the council.

B. The purpose of the instructional council shall be to

1. evaluate problems presented to it by the Board designees, the Association designees and/or the Administration in the areas of teaching techniques, curriculum improvement, extra-curricular programs, in-service testing, pupil testing and evaluation, philosophy and educational goals of the district, teacher recruitment, research and experimentation, educational specifications for buildings, class size, specialists, teacher employment, teacher evaluation, teacher facilities, teacher-administration liaison, sabbatical leaves, professional development, protection of teachers and students, discipline, personal and academic freedom, books and other supplies, and other related matters regarding the effective operation of the Keyport School District;

2. gather facts to provide for a complete understanding of these problems;

3. discuss and attempt to arrive at a recommended solution to these problems;

4. present conclusions and recommendations to the Board.

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

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

E. The above procedures are not intended to preclude the Association representatives from carrying on discussions with and resolving problems through the Superintendent.

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

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

#### ARTICLE XIII PRESENTATIONS AT BOARD MEETINGS

1. To the extent possible, a pool of staff volunteers will be compiled by the Association.
2. Topics for presentation will be established by the administration.
3. Volunteers will have the opportunity to decline the board's request to present at a board meeting.
4. There will be a maximum of eight (8) board presentations during any school year. There will be no presentations in September or June.
5. Topics will deal with programs which are in place in the district.
6. Presentations will be limited to fifteen (15) minutes.
7. The presenter will meet with the appropriate supervisor before the presentation.
8. The appropriate supervisor will accompany the program presenter.
9. Questioning of the presenter will be limited to the board members.
10. Questioning will be moderated by the superintendent as well as by the board of education president.
11. Compensation for staff members presenting will be determined by adding together one period of class coverage time for



preparing the presentation and one period of class coverage time for the presentation at the board meeting. The rate of pay for presenters shall be the same as that for class coverage (Article XVII). That is 1/10th of 1% of the B.A. base salary per class period.

ARTICLE XIV  
SICK LEAVE

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

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

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

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

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

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

G. The Board shall provide a list accounting the accumulated sick leave days and personal days for each teacher during the month of September of each school year.

H. 1. 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 \$30.00 per day for 1990-91 and \$35.00 per day for 1991-92 and 1992-93 for all accumulated sick days for all employees with a cap of two hundred (200) days on all employees hired after June 30, 1988.

2. 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.

I. All employees who are not affected by Paragraph C but who are terminated (RIF) by the Board shall be paid \$30.00 per day for 1990-91 and \$35.00 per day for 1991-92 and 1992-93 for each day of accumulated sick leave.

ARTICLE XV  
TEMPORARY LEAVES OF ABSENCE

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

A. Leaves of Absence for Personal Business

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

1. the granting of personal leave shall be limited to two teachers on any given day in each building,
2. application for personal leave shall be made at least two (2) days before taking such leave (except in the case of emergencies).
3. the applicant shall be required to state the reason for taking such leave in the following cases:
  - a. when the request for personal leave is presented in advance of the school year in which it is to be taken.
  - b. when the request for personal leave is for the day immediately before or immediately after a school holiday or vacation period.
4. unused personal days shall be added to accumulated sick leave at the end of each school year.

**B. Professional Days**

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Time Necessary for Appearance in Legal Proceedings

Time necessary for appearance in any legal proceeding which arises out of or in the course of the teacher's employment, or in any other legal proceeding if the teacher is required by law to attend.

D. Compassionate Leave

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

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

E. Educational Leave

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

F. Military Leave

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

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

ARTICLE XVI  
EXTENDED LEAVES OF ABSENCE

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

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

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

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

2. to teach in an accredited college or university,

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

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

2. Should the spouse of the teacher who is inducted or enlists be a tenured teacher within the district, the spouse will be granted leave without pay for the same period. The benefits provided for the teacher in military service as outlined in Section H.1 of this Article shall not accrue to the spouse during the leave of absence.

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

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

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

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

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

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

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

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

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

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

ARTICLE XVII  
SUBSTITUTES

Positions which are vacant because teachers are temporarily absent on leave shall, to the extent possible, be filled by personnel who have fully met the appropriate certification requirements of the New Jersey State Board of Examiners. The Board agrees at all times to maintain an adequate list of substitute teachers in as much as possible. In the event that the school is unable to secure a substitute, the teachers who are assigned to the class or other duties will receive the sum of 1/10 of 1½ of the B.A. base salary per class period if such duties interfere with the normally scheduled preparation period.

ARTICLE XVIII  
INSURANCE PROTECTION

A. The Board shall pay the cost of the Hospital Service Plan of Connecticut General 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 1990/91 school year. The cost for the Dental Plan for the 1991/92 shall be paid for by the Board. There will be no cap for the 1991/92 school year. For the 1992/93 school year the dental plan will be capped at the 1991/92 rates.

C. The employee contribution toward the cost of the \$3.00/\$1.00 Family Co-pay Prescription Drug Plan shall continue for the 1990/91 school year. The Board shall pay the cost of the \$3.00/\$1.00 Family Co-pay Prescription Drug Plan for the 1991/92 school year. The cost of the prescription drug plan shall be capped in 1992/93 at the 1991/92 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 teacher has the proper coverage under this Article, the Board shall during the school year provide a listing of the coverage of each teacher. In addition, the Board shall

provide the Association with the rates for all categories in the various insurance plans listed above.

ARTICLE XIX  
DEDUCTIONS FROM SALARY

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

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

ARTICLE XX  
MISCELLANEOUS PROVISIONS

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

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

ARTICLE XXI  
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 XXII  
COMPLAINT PROCEDURE

Procedural Requirement

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

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

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

B. Review by Principal

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

C. Submission to the Superintendent

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

D. Meeting with the Superintendent

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

E. Recommendations of the Superintendent

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

F. Meeting with the Board

After receipt of the findings and recommendations of the superintendent and before action thereon, the board shall afford the parties the opportunity to meet with the Board, and show cause why the recommendations of the superintendent should not

followed. Copies of the action taken by the Board shall be forwarded to all parties.

ARTICLE XXIII  
TEACHER LATENESS

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

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

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

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

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

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

ARTICLE XXIV  
PROFESSIONAL IMPROVEMENT

A. The Board will reimburse each teacher at the current State College rate for each approved credit hour received by the teacher for accredited graduate courses taken while the teacher is under contract with the Board.

B. The current State College rate shall be defined as the actual rate of the State College attended if the teacher attends a State College. If the teacher attends an institution other than a State College, the current State College rate shall mean the average of the rates of the State Colleges.

C. Each course must be approved by the superintendent before the employee takes the course and must have been started after the beginning of the teacher's service with the Board.

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

E. 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, Masters plus 30, Masters plus 60, and PhD credits on the salary guide.

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

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

ARTICLE XXV  
DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 1990, and all of the foregoing terms shall remain in full force and effect until June 30, 1993. Negotiations for a subsequent agreement will commence as prescribed by the Public Employees Relation Commission, but no later than the second week of October 1992 unless another date is otherwise mutually agreed upon.


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

KEYPORT TEACHERS ASSOCIATION

BY

  
Its President

BY

  
Its Secretary

KEYPORT BOARD OF EDUCATION

BY

  
Its President

BY

  
Its Secretary

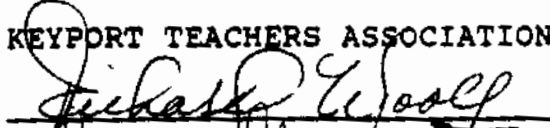
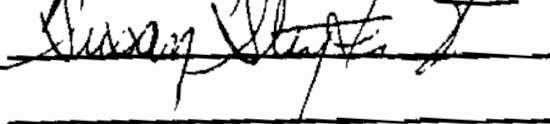
LETTER OF UNDERSTANDING

It is understood and agreed to by the parties that the following sentence:

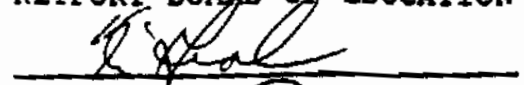
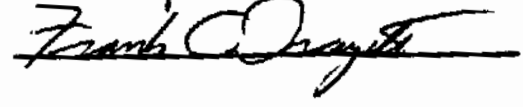
"All approved previous experience shall be adjusted in succeeding years by the regular increment plus one hundred fifty dollars (\$150.00) extra until the proper place on the guide is reached."

will be deleted from ARTICLE VIII - SALARIES - paragraph G of the 1988/1990 contract with the express understanding that those employees whose salaries are currently being adjusted will continue to be adjusted until they reach their proper place on the guide.

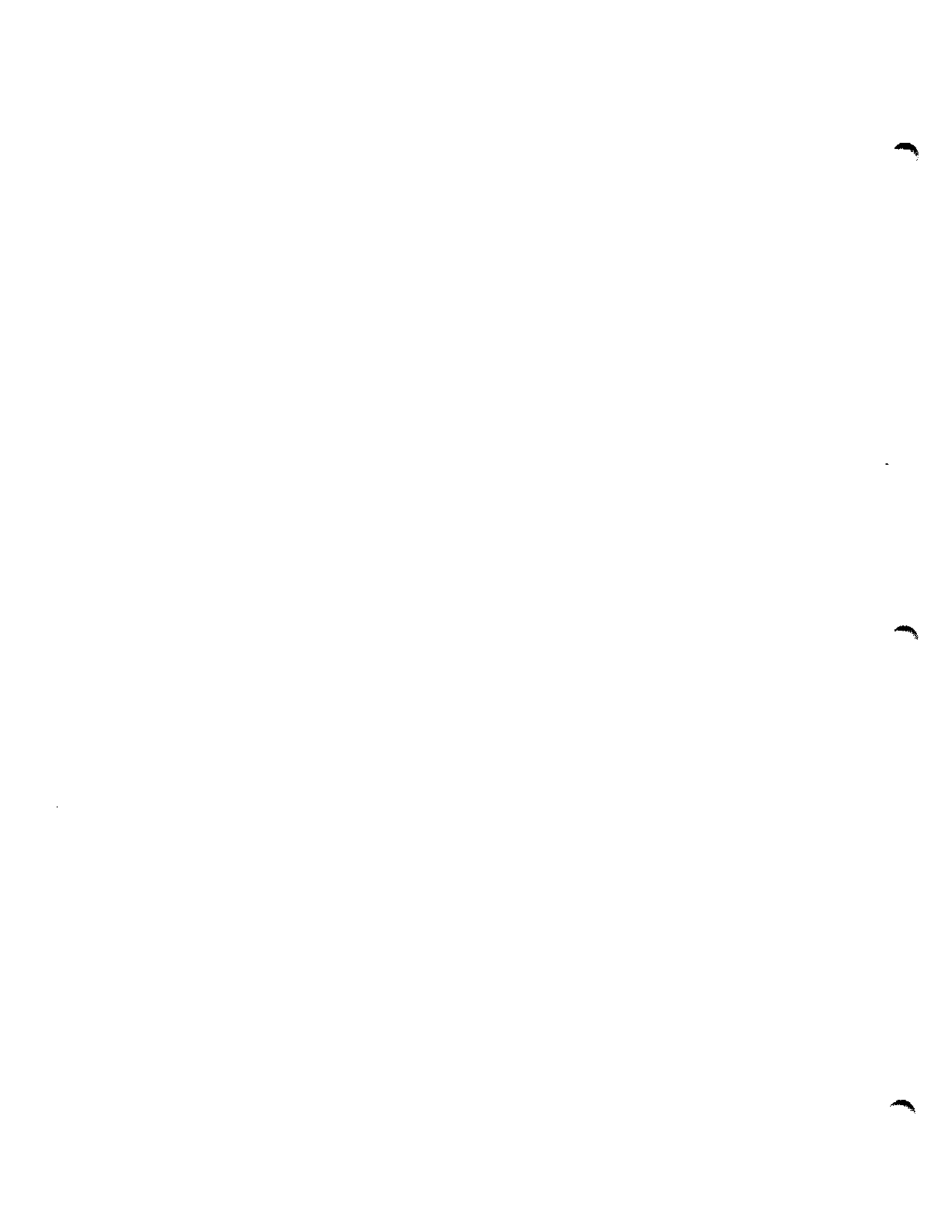
KEYPORT TEACHERS ASSOCIATION

  
  
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KEYPORT BOARD OF EDUCATION

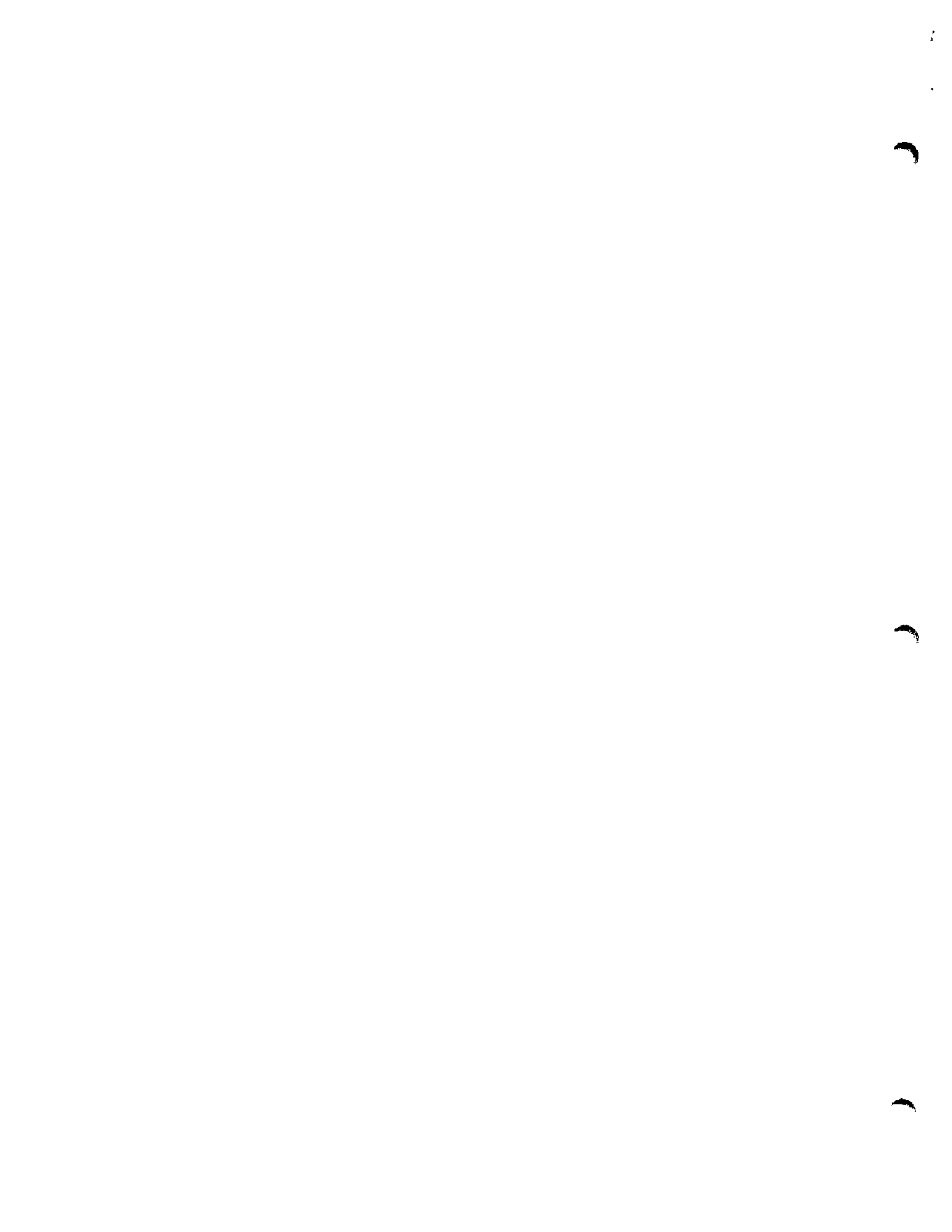
  
  
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Dated: March 27, 1991



**SALARY GUIDE FOR 1990-91**

STEP	BA	BA+30	MA	MA+30	MA+60	PH.D.
0	\$24,180	\$25,430	\$26,680	\$27,930	\$29,180	\$30,430
1	\$24,680	\$25,930	\$27,180	\$28,430	\$29,680	\$30,930
2	\$25,480	\$26,730	\$27,980	\$29,230	\$30,480	\$31,730
3	\$26,180	\$27,430	\$28,680	\$29,930	\$31,180	\$32,430
4	\$26,880	\$28,130	\$29,380	\$30,630	\$31,880	\$33,130
5	\$27,580	\$28,830	\$30,080	\$31,330	\$32,580	\$33,830
6	\$28,280	\$29,530	\$30,780	\$32,030	\$33,280	\$34,530
7	\$28,780	\$30,030	\$31,280	\$32,530	\$33,780	\$35,030
8	\$29,480	\$30,730	\$31,980	\$33,230	\$34,480	\$35,730
9	\$30,080	\$31,330	\$32,580	\$33,830	\$35,080	\$36,330
10	\$30,980	\$32,230	\$33,480	\$34,730	\$35,980	\$37,230
11	\$31,880	\$33,130	\$34,380	\$35,630	\$36,880	\$38,130
12	\$32,480	\$33,730	\$34,980	\$36,230	\$37,480	\$38,730
13	\$33,280	\$34,530	\$35,780	\$37,030	\$38,280	\$39,530
14	\$34,305	\$35,555	\$36,805	\$38,055	\$39,305	\$40,555
15	\$35,180	\$36,430	\$37,680	\$38,930	\$40,180	\$41,430
16	\$35,880	\$37,130	\$38,380	\$39,630	\$40,880	\$42,130
17	\$37,180	\$38,430	\$39,680	\$40,930	\$42,180	\$43,430
18	\$38,580	\$39,830	\$41,080	\$42,330	\$43,580	\$44,830
19	\$39,580	\$40,830	\$42,080	\$43,330	\$44,580	\$45,830
20	\$40,780	\$42,030	\$43,280	\$44,530	\$45,780	\$47,030
21	\$45,630	\$46,880	\$48,130	\$49,380	\$50,630	\$51,880



**SALARY GUIDE FOR 1991-92**

STEP	BA	BA+30	MA	MA+30	MA+60	PH.D.
0	\$25,680	\$26,980	\$28,280	\$29,580	\$30,880	\$32,180
1	\$26,280	\$27,580	\$28,880	\$30,180	\$31,480	\$32,780
2	\$26,980	\$28,280	\$29,580	\$30,880	\$32,180	\$33,480
3	\$27,780	\$29,080	\$30,380	\$31,680	\$32,980	\$34,280
4	\$28,480	\$29,780	\$31,080	\$32,380	\$33,680	\$34,980
5	\$29,280	\$30,580	\$31,880	\$33,180	\$34,480	\$35,780
6	\$30,080	\$31,380	\$32,680	\$33,980	\$35,280	\$36,580
7	\$30,780	\$32,080	\$33,380	\$34,680	\$35,980	\$37,280
8	\$31,380	\$32,680	\$33,980	\$35,280	\$36,580	\$37,880
9	\$32,105	\$33,405	\$34,705	\$36,005	\$37,305	\$38,605
10	\$32,780	\$34,080	\$35,380	\$36,680	\$37,980	\$39,280
11	\$33,780	\$35,080	\$36,380	\$37,680	\$38,980	\$40,280
12	\$34,780	\$36,080	\$37,380	\$38,680	\$39,980	\$41,280
13	\$35,380	\$36,680	\$37,980	\$39,280	\$40,580	\$41,880
14	\$36,380	\$37,680	\$38,980	\$40,280	\$41,580	\$42,880
15	\$37,340	\$38,640	\$39,940	\$41,240	\$42,540	\$43,840
16	\$38,280	\$39,580	\$40,880	\$42,180	\$43,480	\$44,780
17	\$39,090	\$40,390	\$41,690	\$42,990	\$44,290	\$45,590
18	\$40,480	\$41,780	\$43,080	\$44,380	\$45,680	\$46,980
19	\$41,980	\$43,280	\$44,580	\$45,880	\$47,180	\$48,480
20	\$43,080	\$44,380	\$45,680	\$46,980	\$48,280	\$49,580
21	\$48,605	\$49,905	\$51,205	\$52,505	\$53,805	\$55,105





SALARY GUIDE FOR 1992-93

STEP	BA	BA+30	MA	MA+30	MA+60	PH.D.	TOTAL
0	\$27,180	\$28,530	\$29,880	\$31,230	\$32,580	\$33,930	
1	\$27,880	\$29,230	\$30,580	\$31,930	\$33,280	\$34,630	
2	\$28,580	\$29,930	\$31,280	\$32,630	\$33,980	\$35,330	
3	\$29,380	\$30,730	\$32,080	\$33,430	\$34,780	\$36,130	
4	\$30,180	\$31,530	\$32,880	\$34,230	\$35,580	\$36,930	
5	\$30,980	\$32,330	\$33,680	\$35,030	\$36,380	\$37,730	
6	\$31,880	\$33,230	\$34,580	\$35,930	\$37,280	\$38,630	
7	\$32,680	\$34,030	\$35,380	\$36,730	\$38,080	\$39,430	
8	\$33,480	\$34,830	\$36,180	\$37,530	\$38,880	\$40,230	
9	\$34,180	\$35,530	\$36,880	\$38,230	\$39,580	\$40,930	
10	\$34,880	\$36,230	\$37,580	\$38,930	\$40,280	\$41,630	
11	\$35,705	\$37,055	\$38,405	\$39,755	\$41,105	\$42,455	
12	\$36,680	\$38,030	\$39,380	\$40,730	\$42,080	\$43,430	
13	\$37,780	\$39,130	\$40,480	\$41,830	\$43,180	\$44,530	
14	\$38,480	\$39,830	\$41,180	\$42,530	\$43,880	\$45,230	
15	\$39,580	\$40,930	\$42,280	\$43,630	\$44,980	\$46,330	
16	\$40,580	\$41,930	\$43,280	\$44,630	\$45,980	\$47,330	
17	\$41,580	\$42,930	\$44,280	\$45,630	\$46,980	\$48,330	
18	\$42,480	\$43,830	\$45,180	\$46,530	\$47,880	\$49,230	
19	\$43,980	\$45,330	\$46,680	\$48,030	\$49,380	\$50,730	
20	\$45,580	\$46,930	\$48,280	\$49,630	\$50,980	\$52,330	
21	\$51,582	\$52,932	\$54,282	\$55,632	\$56,982	\$58,332	

