

COLLECTIVE BARGAINING AGREEMENT

between the

KEYPORT BOARD OF EDUCATION

and the

KEYPORT EDUCATION ASSOCIATION

July 1, 2014 – June 30, 2019

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## **PREAMBLE**

THIS AGREEMENT is entered into this 18<sup>th</sup> day of May, 2016 by and between the Board of Education of Keyport, the Borough of Keyport New Jersey, hereinafter called the "Board", and the Keyport Education Association, hereinafter called the "Association."

## **ARTICLE I - RECOGNITION**

The Board agrees to and hereby does recognize the Keyport Education Association as the exclusive negotiating representative pursuant to Chapter 123 of the Laws of 1974 for all full-time and part-time certificated employees, coaches, secretarial and clerical staff, paraprofessionals, aides, and technical support assistants, under this contract, but excluding substitute teachers, the superintendent of schools, business administrator, confidential secretaries, bus and/or van aides, non-contractual employees, 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 an 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 twenty (20) school days from the time when the grievant knew or should have reasonably known of its occurrence. Failure to act within the specified twenty (20) day period shall be deemed to constitute an abandonment of the grievance. Calendar days will be used for 12-month employees.
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 New Jersey Public Employment Relations Commission. The parties shall then be bound by the rules and procedures of the New Jersey 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 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, school mail boxes and school email as it deems necessary, with approval of the building principal. The Association recognizes and acknowledges that it has no reasonable expectation of privacy with the use of school email and that all emails are the property of the Board and are subject to review from time to time.
- 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.
- G. Effective the 2012-13 school year, the Association President shall receive two (2) and the Association Vice President shall receive one duty periods release time per week for Association business.

#### **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: 182 days for students, 186 days for staff, and 189 days during a teacher's first year of employment in the District.
- 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.
- D. In the event that scheduled snow days remain unused at the end of the year, two days unused will be converted to one teaching day and one day off and one day unused converted to one teaching day. The date to be determined by the superintendent.

#### ARTICLE VII - TEACHING DAY

- A. Each employee is required to initial an attendance chart when he/she arrives at school in the morning and when he/she leaves after the school days ends.
- B. Effective the 2014-15 school year, the length of the teaching day (Monday-Friday) shall be six (6) hours fifty-two (52) minutes.
  - 1. Effective the 2016-2017 school year, the bell schedule shall be modified to create twenty (20) minutes of additional student instructional contact time during the work day. Effective the 2016-2017 school year, this additional twenty (20) minutes of student instructional contact time shall be drawn from the thirty (30) minute block of time at the end of the working day. This twenty (20) minute block of time may be used to lengthen class time, or allow for clubs/activities and/or targeted instruction. The district will use its best efforts to equitably assign targeted instruction among the relevant staff in the various subject areas.
  - 2. All coaches and advisors for co-curricular positions may begin their respective jobs five minutes after students are dismissed with a provision that this time must be made up within the week that this option is exercised. Time to be made up can be done in the morning before school or after school and is to be documented with and monitored by the Building Principal.
  - 3. Each of the aforementioned blocks of time created shall be subject to the following limitations:
  - 4. The school day for teachers shall be as follows:
    - a. For grades K to eight, teachers, exclusive of extra-curricular activities, shall commence at 8:25 a.m. and end at 3:17 p.m. except on days of faculty meetings and as provided at B.2.a and B.5 of this Article.
    - b. For grades nine to twelve, teachers, exclusive of extra-curricular activities, the student day shall commence at 7:45 a.m. and end at 2:37 p.m. except on days of faculty meetings and as provided at B.2.a and B.5 of this Article.

The parties further agree that the Board has the ability to change the beginning time of the day +/- fifteen minutes, provided that the overall length of the day shall not be increased and accordingly any increase or decrease in the day will be reflected by a comparable increase or decrease at the end of the day.

5. To implement the block of time identified at paragraphs B.1 and B.2 of this Article, teacher sign-out time shall be:
  - a. Grades Kindergarten to eight - 3:17 p.m.
  - b. Grades nine to twelve - 2:37 p.m.
  
6. The Board shall have the right to establish flexible schedules to permit the scheduling of classes for the Alternative Education Program outside of the regular school day, subject to the following limits:
  - a. Teachers assigned to such flexible schedules shall have a workday of the same duration as teachers on the regular schedule.
  - b. Flexible schedule assignments shall not begin more than one-half (1/2) hour before the start of the regular school day nor end more than one (1) hour after the end of the regular school day.
  - c. The flexible schedule shall be staffed with volunteers; provided, however, that the Board shall be able to make involuntary assignments in the absence of sufficient qualified applicants.
    - 1) Individuals wishing to volunteer shall give written notice by May 1 and assignments shall be announced by the end of the school year.
  - d. The flexible schedule assignment shall be for a full school year unless an individual is evaluated out of the program or there is consent for reassignment.

C. For grades Pre-K through 12 - The workday shall be defined as follows:

1. Each instructional period shall be the same length of duration, retaining all teaching periods at the same number of minutes. The schedules will be inclusive of a homeroom not to exceed 10 minutes in duration.
2. In the event a seven period day is adopted by the Board, there can be a maximum of six teaching periods and a minimum of one duty-free preparation period per day for each teacher. In the event an eight period day is adopted by the Board, there can be a maximum of seven teaching periods and a minimum of one duty-free preparation period per day for each teacher.

The parties further agree that as to the language set forth at C.1 and 2 concerning the length of the period and duration of a period, that these provisions do not apply to lunch periods.

- D. In the event the Board adopts a seven period day, and a teacher is assigned a sixth teaching period, he/she shall be compensated as follows:
1. If the sixth teaching period is assigned on a temporary basis, the compensation shall be the same rate as if the teacher were assigned a class under Article XVIII.
  2. If the sixth teaching period is assigned as a permanent assignment, the compensation shall be an additional 1/7th of the teacher's annual salary.

In the event the Board adopts an eight period day, and a teacher is assigned a seventh teaching period, he/she shall be compensated as follows:

1. If the seventh teaching period is assigned on a temporary basis, the compensation shall be the same rate as if the teacher were assigned a class under Article XVIII.
2. If the seventh teaching period is assigned as a permanent assignment, the compensation shall be an additional 1/8th of the teacher's 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. 1 Each teacher shall have a daily thirty (30) minute duty-free lunch period.  
 2 Duty periods shall be considered as work periods.

- G All unit members may be required to report to their assigned schools during the evening hours four (4) times each school year for activities such as "back to school night," etc. In return for services rendered on such occasions, all unit members shall be granted early dismissal on the Wednesday before Thanksgiving, day prior to winter break, the Friday before President's Day and the Friday before Memorial Day.

Any employee absent on an early dismissal day will be charged a full day of absence for the eligible category of absence.

- H Duty free preparation periods shall be provided to teachers in grades Pre-K 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

In addition to the preparation of lesson plans and the correction of student work, preparation periods may be utilized for other educational useful activities, such as IEP meetings and other meetings related to special education requirements. In the event a teacher agrees to use his/her preparation period for such meetings, the teacher may end his/her day that same day at the end of the student day. In no event shall a teacher be required to forego his/her preparation period, except as provided by Article XXVI (Substitutes). Lastly, teachers shall receive one additional preparation period each cycle to be used at the discretion of district administration.

Other non-teaching certified staff members will not have entitlement to the aforementioned duty free preparation periods, but in lieu thereof shall be provided with two twenty minute duty free periods per day, scheduled with the approval of the Building Principal. The loss due to emergency circumstances of any such time shall not be compensated monetarily but the non-teaching certified staff member may end his/her day that same day at the end of the student day.

- I Faculty meetings for employees, each meeting no more than forty-five (45) minutes beyond the end of the school day, fifteen (15) times per year; at least one (1) per month.
  - 1. There will be no additional compensation or release time granted for these fifteen (15) meetings.
  - 2. 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. Notwithstanding, the principal shall have the flexibility to modify the agenda as needed.
  - 3. 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 - AIDES AND PARAPROFESSIONALS

- A Aides, personal aides, and paraprofessionals shall have the same work year as teachers and shall follow the same calendar.
- B Full-time aides and paraprofessionals shall have the same work day schedule as teachers.
- C Aides and paraprofessionals are to be placed on an annual contract of employment and paid in 20 equal installments; their contracts shall be subject to termination on 30 days' notice.
- D Aides will be given:
  - 2 personal days a school year;
  - 2 family illness days a school year;

5 bereavement days a school year;  
All of these days are non-cumulative year to year;  
Part-time aides shall have these days pro-rated.

E. Paraprofessionals will be given:

3 personal days a school year;  
2 family illness days a school year;  
5 bereavement days a school year;

All of these days are non-cumulative year to year.  
Part-time paraprofessionals shall have these days pro-rated.

F. For purposes of this Article, the following definitions apply:

“personal days” means that leaves may be granted for absence for personal business requiring absence during school hours; the following guidelines shall be followed for use of these days: a) application for personal leave shall be made at least two (2) days before taking such leave (except in the case of emergencies); and b) the applicant shall be required to state the reasons for taking such leave in the following cases: 1) when the request for personal leave is presented in advance of the school year in which it is to be taken; and 2) when the request for personal leave is for the day immediately before or immediately after a school holiday or vacation period.

“family illness” means that leaves shall be granted for serious illness of an applicant’s spouse, civil union partner, child, parent, step-child, step-parent, grandparent or any other member of the applicant’s family living within the employee’s household.

“bereavement” means leave shall be granted in the event of death of an employee’s spouse, civil union partner, child, parent, brother, sister, mother-in-law, father-in-law, grandparents, grandchildren, step-parents or step-child, aunt or uncle, or any other member of the applicant’s family living within the applicant’s household; two of the allotted days for paraprofessionals may be used for aunt or uncle; one of the allotted bereavement days may be taken with respect to a close non-relative.

**ARTICLE IX - SALARIES AND HOURS OF WORK  
FOR SECRETARIES AND CLERICAL EMPLOYEES**

A. The salaries of all secretarial and clerical employees covered by this agreement are set forth in a schedule which is attached hereto and made part hereof.

- B.
  1. Secretarial and clerical staff employed on a twelve (12) month basis shall be paid in twenty-four (24) equal semi-monthly installments.
  2. When a pay day falls on or during a school holiday, vacation or weekend, employees shall receive their pay checks on that last previous working day.
  3. During the summer months (after the end of the contractual teacher school year through August), secretaries shall **not** work on Fridays.
- C. The work day of all secretarial and clerical employees employed full- time shall be eight (8) hours including one (1) half hour of unpaid lunch.
- D. Secretarial and Clerical employees hired after July 1, 2005, who have worked more than eight (8) months within one school year in another public school system shall be credited with one year's experience for the purpose of establishing a starting salary.
- E. Secretarial and clerical employees who have obtained a two year college degree shall receive the following additional compensation each year: 2014-17, \$200. Such employees who have obtained a four year college degree shall receive the following additional compensation each year: 2014-17, \$400. These amounts shall not be cumulative.
- F. A secretarial or clerical employee called for jury duty shall be paid the difference between her regular salary and the stipend from the State or Federal court for a jury duty fee.

**ARTICLE X - VACATIONS FOR TWELVE MONTH EMPLOYEES**

- A. Each twelve month employee in the negotiating unit covered by this Agreement shall be entitled to the following vacation with pay at the annual rate of pay such employees are receiving at the time such vacation is actually taken:
  - 2 weeks after completion of one year
  - 3 weeks after completion of five years
  - 4 weeks after completion of ten years

Vacation shall be credited each July 1. If an employee's start date is other than July 1, vacation shall be pro-rated for the first year as of July 1, and then credited each year on a yearly basis.
- B. Vacations may be scheduled throughout the calendar year. Although the supervisor shall make the final decision with regard to vacation requests, such requests shall not be unreasonably withheld.

- C. First year secretaries shall accumulate vacation days on a pro-rated basis as outlined in Article X.A. If Article X.A does not apply, the first year secretary shall earn one vacation day per month beginning with the first day of the third month of employment. No days shall be credited for the first two months of employment. First year secretaries may not use any vacation time during the first two months of employment.
- D. An employee shall give at least one (1) weeks' notice of the scheduling of a vacation of five (5) or more days unless waived by a supervisor.
- E. Vacation time must be utilized as accrued in accordance with this Article. Each employee shall be allowed to carry over a maximum of five (5) non-accumulative vacation days from year to year.

**ARTICLE XI - HOLIDAYS FOR TWELVE MONTH EMPLOYEES**

- A. The following holidays are granted as a day off with pay:
  - a. New Year's Day
  - b. Martin Luther King Day
  - c. President's Day
  - d. Good Friday
  - e. Memorial Day
  - f. Independence Day\*
  - g. Labor Day
  - h. NJEA Convention (2days)
  - i. Thanksgiving Day
  - j. Thanksgiving Friday
  - k. Christmas Day\*

Twelve month employees shall be entitled to time off during winter and spring recess, consistent with teacher/student calendar.

\*If New Year's Day, Independence Day or Christmas Day falls on a Saturday, the employee shall be off the preceding Friday. If New Year's Day, Independence Day or Christmas Day falls on a Sunday, the employee shall be off the following Monday. Double time shall be paid for hours worked on the above holidays if school is not in session.

**ARTICLE XII – VOLUNTARY TRANSFERS AND REASSIGNMENTS FOR SECRETARIAL AND CLERICAL EMPLOYEES**

- A.
  - 1. The Superintendent and/or Board Secretary will have posted in all school buildings a list of known vacancies for secretarial and/or clerical positions no later than two weeks following the time said vacancies are accepted by the Board of

Education.

2. A secretarial or clerical employee who desires a change in office and/or building may submit to the Superintendent and/or Board Secretary a written statement of his/her intentions with a copy to his supervisor no later than March 15.
- B. The granting of any request for voluntary re-assignment or transfer will be at the discretion of the Superintendent and/or Board Secretary.
- C. The Board shall, to the extent possible, notify any secretary of an involuntary transfer by June 1. It is understood that the Board and the administration have the right to make all secretarial transfers, however, failure to provide notice shall not preclude transfer of the secretary.

**ARTICLE XIII - TEMPORARY LEAVES OF ABSENCE  
FOR SECRETARIAL AND CLERICAL EMPLOYEES**

As of the beginning of the school year, secretarial and clerical employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:

- a. Upon the date of hire and thereafter at the beginning of the school year, three (3) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Application for personal leave shall be made at least two (2) days before taking such leave, except in the case of emergencies, and the applicant for such leave shall not be required to state the reason for taking such leave other than that he/she is taking under this section. When the request for this leave of absence is presented the day immediately before or after a school holiday or vacation period, the applicant shall be required to state the reason for taking such leave and shall obtain Administrative approval.
- b. Two unused personal days shall be added at the end of each school year to accumulated sick leave and shall be treated as sick days as stated in Article XXIII.
- c. Time necessary for appearance in any legal proceeding which arises out of or in the course of the employee's employment, except for appearance involving the progression of an employee's worker's compensation claim, or to any legal proceeding if the employee 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.
- d. Up to five (5) days at any one time shall be granted in the event of death of an employee's spouse, civil union partner, child, parent, brother, sister, mother-in-law, father-in-law, grandparents, grandchildren, step-parents or step-child, brother-in-law or sister-in-law, aunt or uncle, or any other member of the employee's family living within the employee's household; one of these allotted bereavement days may be taken with respect to a close non-relative.



- e. Up to a maximum of two (2) days during the school year shall be granted for serious illness of an employee's spouse, civil union partner, child, parent, step-child, step-parent, grandparent or any other member of the employee's family living within the employee's household. If neither of the two (2) family illness days is used during one academic year, one day shall accumulate as a sick day.
- f. Other leaves of absence with pay may be granted by the Board for good reason.

**ARTICLE XIV - EXTENDED LEAVES OF ABSENCE  
FOR SECRETARIAL AND CLERICAL EMPLOYEES**

- A.
  - 1. A secretarial or clerical employee shall notify the Superintendent of her pregnancy as soon as it is medically confirmed. Said employee 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 secretarial or clerical employee 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.
- B. A leave of absence without pay of up to one year shall be granted to a secretarial or clerical employee for the purpose of caring for a sick member of the employee's immediate family. "Immediate family" for this purpose means those persons delineated in Article XIII, subsection d above.
- C. Other leaves of absence without pay may be granted to secretarial or clerical employees by the Board for good reason.
- D.
  - 1. A secretarial or clerical employee shall not receive increment credit for time spent on a leave granted pursuant to this Article.
  - 2. All benefits to which a secretarial or clerical employee was entitled at the time leave of absence commences, including unused accumulated sick leave, shall be restored upon return to employment, and said employee shall be assigned to the same position which he/she held at the time said leave commenced, if available or, if not, to a substantially equivalent position as determined by the Superintendent or Board Secretary.
  - 3. Any secretary or clerical employee 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.

4. All extensions or renewals of leaves shall be submitted in writing to Supervisors, the Board Secretary, and Superintendent. If permission is granted, it, too, shall be in writing.

**ARTICLE XV - EVALUATION AND DISCIPLINE FOR  
SECRETARIAL AND CLERICAL EMPLOYEES**

- A. All secretarial and clerical employees will receive an annual evaluation from their immediate supervisor.
- B. Inefficiency or poor performance shall be grounds for withholding of increment. There will be a right of appeal from any decision that involves withholding of an increment.
- C. No secretarial or clerical employee shall be disciplined, reprimanded or reduced in rank or compensation without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure and arbitration.

All staff will be given 10 working days to file a statement rebuttal with their observation. The 10 working days will begin to be counted once the staff member has received a printed copy of the observation.

- D. All staff will be given 3 working days notice of the date for mid-year evaluation meetings. When the notice of the meeting is given, any forms to be completed will be given to the staff member as well.

**ARTICLE XVI - FLEXIBLE TEACHING SCHEDULES**

The Board shall have the right to establish flexible schedules to permit an additional period at the beginning of the school day or at the end of the school day, subject to the following limits:

- a) Teachers assigned to such flexible schedules shall have a work day of the same duration as teachers on the regular schedule.
- b) The flexible schedule shall be staffed with volunteers. Individuals wishing to volunteer shall give written notice by May 1, and assignments shall be announced by the end of the school year.
- c) The flexible schedule assignment shall be for a full school year unless an individual is evaluated out of the program or there is mutual consent for reassignment to the regular school day.

**ARTICLE XVII - SALARIES FOR TEACHERS**

- A. The salaries of all teachers covered by this agreement are set forth in a schedule which is attached hereto and made part hereof. For the purposes of this Agreement, salary increases, inclusive of increment shall be as follows:

2014-15: 0%

2015-16: 3.6%

2016-17: 3.6%

2017-18: 3.025%

2018-19: 3.025%

- B.

1. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments. The Board shall use a summer reserve system for employees requesting twenty-four (24) pays.

In accordance with Article XXVII – Insurance Protection, the Board agrees to deduct an equal amount from each salary installment, September through June twenty (20) installments, for the employee portion of the 12-month insurance premiums relating to dental and prescription insurance. The premium costs associated with the months of July and August each year will be deducted September to June of the following school year provided that in the event an employee resigns, retires or dies before the full amount of the premium due has been paid, the balance of the premium that remains due shall be deducted from the employee’s final salary installment, and further, provided that in the event an employee resigns or retires between June 30 and September 30, the employee must remit the amount of the co-pay with the notice of resignation or retirement, or as soon thereafter as necessary for coverage to continue. The amount of the deduction may vary between employees dependent upon start of employment and insurance coverage.

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 business day in June.
4. The Board agrees to offer a summer payment.

- C. Teachers may, at their option, have deducted from their salaries a specified amount to be paid into their accounts in the Teachers 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. No newly hired staff member without public school experience shall be placed beyond step 5 on the salary guide. The Superintendent shall have discretion to exceed this limitation for critical areas of hire. The above maximum years of previous service allowance may be waived for sound reasons that may be beneficial to the Keyport School System.
- H. Annual increments may be withheld by the Board as provided by statute.
- I. No adjustments in salary shall be made due to change in degree status after October 1 of the current year. Proof of changes of degree status must be submitted to the superintendent as of that date.
- J. 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)
- K. The compensation for curriculum work outside of school hours and home instruction shall be \$35.00 per hour.
- L. Salaries for coaches and co-curricular advisors shall be paid as follows:  
 Fall Sports – November 30<sup>th</sup>  
 Winter Sports – March 15<sup>th</sup>  
 Spring Sports – June 15<sup>th</sup>  
 Co- Curricular advisors will be paid 40% of their stipend on December 15<sup>th</sup> and 60% on June 15<sup>th</sup>.

### ARTICLE XVIII - 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 reassignment 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 XIX - VOLUNTARY TRANSFERS AND REASSIGNMENTS OF TEACHERS**

- 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. The Building Principal's recommendation shall accompany the teacher's written statement and be forwarded to the Superintendent within five days of his/her receipt of the teacher's request.
  - 3. In the event a vacancy occurs after March 15, for the following school year, a teacher may submit his/her written request to be transferred to that vacancy to the Building Principal within fourteen days after proper posting of the vacancy. The Building Principal's recommendation shall accompany the teacher's written statement and be forwarded to the Superintendent within 5 days of his/her receipt of the teacher's request.
- 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 XX - PROMOTIONS**

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

**ARTICLE XXI - TEACHING STAFF MEMBER EVALUATION**

- A. Staff members shall be evaluated consistent with the New Jersey Administrative Code.
- B. All tenured staff members shall be formally observed by an appropriately certified supervisor at least one (1) time in each school year.
- C. All non-tenured staff members shall be formally observed by an appropriately certified supervisor at least three (3) times in each school year.
- D. Each observation shall be followed within a reasonable period of time, but in no case more than ten (10) days, by a conference between the supervisory staff member who has made the observation and written evaluation and the staff member.

- E. Observation reports shall be presented to each staff member in accordance with the following procedures:
1. Such reports shall be in written form and shall include:
    - a. strengths of the staff member;
    - b. suggestions as to measures which the staff member might take to improve his/her performance in each of the areas wherein weaknesses, if any, have been indicated;
    - c. any other data or information the observer deems appropriate.
  2. All staff will be given 10 working days to file a statement rebuttal with their observation. The 10 working days will begin to be counted once the staff member has received a printed copy of the observation.
- F. A staff member shall be evaluated at least once annually. The procedure will include an annual summary conference between the supervisor and staff member prior to a written performance report. The conference shall include, but not be limited to:
1. A review of the performance of the staff member based upon the job description;
  2. A review of the staff member's progress towards the objectives of the individual professional improvement plan developed at the previous annual conference;
  3. A review of the available indicators of pupil progress and growth toward the program objectives; and
  4. A review of the annual written performance report and the signing of said report within five (5) working days of the review.
  5. All staff will be given 3 working days notice of the date for mid-year evaluation meetings. When the notice of the meeting is given, any forms to be completed will be given to the staff member as well.
- G. The annual written performance report shall be prepared by a certified supervisor who has participated in the evaluation of the staff member and shall include, but not be limited to:
- a. performance areas of strength;
  - b. performance areas needing improvement based upon the job description;
  - c. an individual professional improvement plan developed by the supervisor and teaching staff member;
  - d. a summary of available indicators of pupil progress and growth, and a statement of how these indicators relate to the effectiveness of the overall program and the performance of the individual teaching staff member; and

- e. provisions for performance data which have not been included in the report prepared by the supervisor to be entered into the record by the evaluator within 10 working days after the signing of the report.

#### **ARTICLE XXII - PRESENTATIONS AT BOARD MEETINGS**

- A. Association volunteers who wish to make a presentation at a Board meeting shall submit a written synopsis of the presentation to the Superintendent and their immediate Supervisor for approval.
- B. During the presentation, questioning will be limited to the Board members.
- C. 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, that is, one-tenth (1/10th) of one percent (1%) of the BA base salary per class period.

#### **ARTICLE XXIII - 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. All employees employed on a twelve (12) month basis shall be entitled to twelve (12) sick leave days for personal illness or injury each year. Part-time employees shall receive a pro rata number of sick days in accordance with the above.
- 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. At the discretion of the Superintendent, in case of sick leave claimed for a period of three days or more, or a sick day is used on a professional development day or before a holiday, 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 certificated employee who has completed a minimum of ten years in Keyport School System and retires shall be paid \$45.00 per day for all accumulated sick days for all employees with a cap of two hundred (200) days.
  - 2. Upon the death of an active employee, unused sick leave reimbursement shall be paid to the estate of the deceased.
- I. All certificated employees who are not affected by Paragraph H. but who are terminated (RIF) by the Board shall be paid \$45.00 for each day of accumulated sick leave.
- J. For secretaries and clerks who have completed a minimum of ten years in Keyport School System and retires shall be paid \$35.00 per day for all accumulated sick days.
- K. For aides who have completed a minimum of ten years in Keyport School System and retires shall be paid \$25.00 per day for all accumulated sick days.
- L. The 200-day cap will apply to all clerks, aides and paraprofessionals and to all secretaries hired after June 30, 1988.

**ARTICLE XXIV - TEMPORARY LEAVES OF ABSENCE FOR TEACHERS**

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

A. Leaves of Absence for Personal Business

Three 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 KEA 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,  
  
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 thirty-one (31) 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 thirty-one (31) cents per mile plus. 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 five (5) days at any one time shall be granted in the event of death of an employee's spouse, civil union partner, child, parent, brother, sister, mother-in-law, father-in-law, grandparents, grandchildren, step-parents or step-child or any other member of the employee's family living within the employee's household.
2. Up to two (2) days at any one time shall be granted in the event of the death of an employee's aunt or uncle. Up to one (1) day at any one time shall be granted in the event of a death of a non-relative of an employee.
3. Up to a maximum of two (2) days during the school year shall be granted for serious illness of an employee's spouse, civil union partner, child, parent, step-child, step-parent, grandparent or any other member of the employee's family living within the employee's household. If neither of the two (2) family illness days is used during one academic year, one day shall accumulate as a sick day.

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 XXV - EXTENDED LEAVES OF ABSENCE FOR TEACHERS**

- A. The Board agrees that one tenured teacher designated by the Association shall, upon request, be granted a leave of absence without pay for up to one (1) year for the purpose of engaging in activities of the Association or its affiliates.
- B. A leave of absence without pay of up to two (2) years shall be granted to any tenured teacher who serves in a full-time capacity in the Peace Corps, VISTA, National Teacher corps, or 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.
  4. A leave of absence without pay granted to a tenured teacher for child rearing purposes shall not exceed two (2) years.
- 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 XXVI - TEACHER 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 1% of the B.A. base salary per class period if such duties interfere with the normally scheduled preparation period.

**ARTICLE XXVII - INSURANCE PROTECTION**

A. The Board shall provide for insurance coverage for employees, and, where requested, for family coverage, who shall contribute to the cost of health care an amount equal to that established by P.L. 2011, c.78, equal to or better than the following:

1. Horizon Direct Access Design 7, Education 10 Plan through Horizon BCBS of New Jersey or Horizon Advantage EPO 100% \$20/\$40 copayment with Blue Card;

B. The District shall obtain dental, vision and prescription coverage for all district employees so long as the annual premium for such coverage does not exceed the following amounts:

			Annual
Prescription			\$769,357
Dental			\$169,080
Vision			\$35,582

In the event the annual premiums in the district exceed the amounts stated above for any particular coverage, District Administration shall meet with a committee of each Association to modify coverage as necessary to maintain coverage at the premium amounts stated above.

C. Effective July 1, 2016, the Prescription Plan copayment shall be increased to \$35.00 for Non-Preferred; \$20.00 for Preferred; \$10.00 for Generic. Mail Order for one 90 day supply shall follow the same co-payment schedule. Effective July 1, 2016, prescription co-pays shall no longer be submitted to major medical for reimbursement.

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 ensure that each employee has the proper coverage under this Article, the Board shall

during the school year provide a listing of the coverage of each employee. In addition, the Board shall provide the Association with the rates for all categories in the various insurance plans listed above.

- F. The Board agrees to continue a cafeteria plan for all employees pursuant to section 125 of the IRS Code. The Board will assume all costs of set up and maintenance of this plan during the term of this Agreement.

#### **ARTICLE XXVIII - DEDUCTIONS FROM SALARY**

- A. The Board agrees to deduct from the salaries of its unit members' dues for the Keyport Education Association, the Monmouth County Education Association, the New Jersey Education Association and the National Education Association as said employees 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, P.L. 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.
- C. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability that shall arise out of, or by reason of any action taken or not taken by the Board for the purpose of complying with any of the provisions of this Article. The Association shall intervene in, and defend, any administrative or court litigation concerning this provision. In such litigation, the Board shall have no obligation to defend actions arising under this Article but, once compelled to do so, the Association shall reimburse the Board for all reasonable costs incurred in defending or participating in such litigation.

#### **ARTICLE XXIX - 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.
- C. Any teaching staff member, desiring to relinquish his/her position, shall give the Board at least sixty (60) days' written notice of his/her intention. In the event the Board will not renew or intends to terminate the contractual relationship with any teaching staff, except

for cause, the Board shall give such teaching staff member at least sixty (60) days' written notice of the Board's intention.

### **ARTICLE XXX - 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 XXXI - TEACHER COMPLAINT PROCEDURE**

#### **Procedural Requirement**

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

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

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

B. **Review by Principal**

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

C. **Submission to the Superintendent**

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

D. **Meeting with the Superintendent**

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

E. **Recommendations of the Superintendent**

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

F. Meeting with the Board

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

**ARTICLE XXXII - TEACHER LATENESS**

- A. Each teacher must inform the principal, if possible, of lateness and anticipated time of arrival.
- B. If the number of lateness exceeds two per year, deductions in an amount equal to the coverage rate for that teacher shall be made from the teacher's pay.

**ARTICLE XXXIII - PROFESSIONAL IMPROVEMENT FOR TEACHERS**

- A. The Board will reimburse each teacher at a maximum of the Rutgers Graduate Education credit rate for each approved credit hour received per contract language, provided the total maximum Board liability for tuition reimbursement shall be capped at \$25,000 for each of the three years of this agreement.
- B. Any funds not expended in any year shall revert to the Board. Employees who are not paid in any one year because the cap has been reached shall be the first to be paid for courses taken in the following year.
- 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. Tuition reimbursement shall be limited to nine (9) approved credits per year. Reimbursement will not be provided to teachers who voluntarily leave employment in the School District less than one (1) semester subsequent to taking the course. Tuition reimbursement shall be made to the teacher within thirty (30) days after the receipt of the grade for the course by the Superintendent. (It is the parties' understanding that the use of the term "semester" will be defined by the Keyport School semester not a college semester.)
- H. **All staff shall be provided with certificates of attendance/completion for all in-district professional development upon completion of the professional development.**

#### **ARTICLE XXXIV - DURATION OF AGREEMENT**

The duration of the new contract shall be five (5) years, 2014 to 2019. This Agreement shall be effective as of July 1, 2016, (except as otherwise specifically stated) and all of the foregoing terms shall remain in full force and in effect until June 30, 2019. Negotiations for a subsequent agreement will commence as prescribed by the Public Employees Relation Commission, but not later than the second week of October, 2018, unless another date is otherwise mutually agreed upon.

#### **ARTICLE XXXV - CONDITION OF AGREEMENT**

The following paragraph does not apply to teachers; it applies to all other categories of employee covered under this agreement:

This agreement represents and incorporates the complete and final understanding and settlement by the parties. Each party has negotiated or presented its positions on all mandatory negotiable matters. During the terms of this agreement neither party will be required to negotiate with respect to any matter whether or not covered by this agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing executed by both parties.

Proposed new rules or modifications of existing rules governing working conditions for paraprofessionals shall be negotiated with the majority representative before they are established.

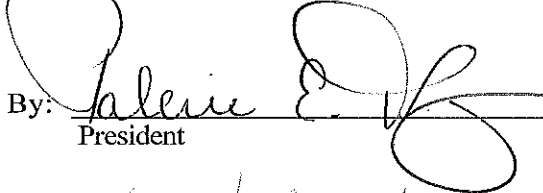
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested to by their respective secretaries, and the corporate seals to be placed hereon, all on the day and year first above written.

**ARTICLE XXXVI – MISCELLANEOUS PROVISIONS**

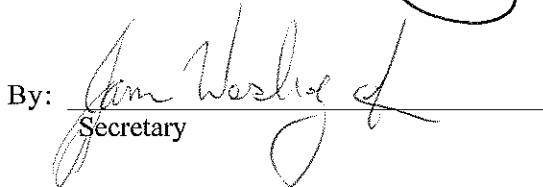
- A. All athletic stipends shall be paid at the attached schedule.
- B. All advisory stipends shall be paid at the attached schedule.

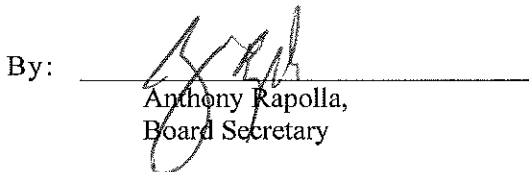
KEYPORT EDUCATION ASSOCIATION

KEYPORT BOARD OF EDUCATION

By:  \_\_\_\_\_  
President

By:  \_\_\_\_\_  
Ann Panzarelli, President

By:  \_\_\_\_\_  
Secretary

By:  \_\_\_\_\_  
Anthony Rapolla,  
Board Secretary

YEAR 1

2014-15 Keyport Teachers

Salary Guide

Step	BA	BA+30	MA	MA+30	MA+60	PHD
1	50,244	52,100	53,956	55,812	57,668	59,524
2	51,239	53,095	54,951	56,807	58,663	60,519
3	51,464	53,320	55,176	57,032	58,888	60,744
4	53,469	55,325	57,181	59,037	60,893	62,749
5	55,526	57,382	59,238	61,094	62,950	64,806
6	57,722	59,578	61,434	63,290	65,146	67,002
7	59,948	61,804	63,660	65,516	67,372	69,228
8	61,575	63,431	65,287	67,143	68,999	70,855
9	63,601	65,457	67,313	69,169	71,025	72,881
10	65,627	67,483	69,339	71,195	73,051	74,907
11	68,142	69,998	71,854	73,710	75,566	77,422
12	70,656	72,512	74,368	76,224	78,080	79,936
13	73,170	75,026	76,882	78,738	80,594	82,450
14	75,685	77,541	79,397	81,253	83,109	84,965
15	78,200	80,056	81,912	83,768	85,624	87,480
16	82,502	84,358	86,214	88,070	89,926	91,782

YEAR 2  
2015-16 Keyport Teachers

Salary Guide

Step	BA	BA+30	MA	MA+30	MA+60	PHD
1	51,017	52,873	54,729	56,585	58,441	60,297
2	51,717	53,573	55,429	57,285	59,141	60,997
3	52,417	54,273	56,129	57,985	59,841	61,697
4	54,222	56,078	57,934	59,790	61,646	63,502
5	56,222	58,078	59,934	61,790	63,646	65,502
6	58,322	60,178	62,034	63,890	65,746	67,602
7	60,322	62,178	64,034	65,890	67,746	69,602
8	62,247	64,103	65,959	67,815	69,671	71,527
9	64,272	66,128	67,984	69,840	71,696	73,552
10	66,297	68,153	70,009	71,865	73,721	75,577
11	68,812	70,668	72,524	74,380	76,236	78,092
12	71,337	73,193	75,049	76,905	78,761	80,617
13	73,887	75,743	77,599	79,455	81,311	83,167
14	76,437	78,293	80,149	82,005	83,861	85,717
15	79,087	80,943	82,799	84,655	86,511	88,367
16	83,252	85,108	86,964	88,820	90,676	92,532

Year 3  
2016-17 Keyport Teachers

Salary Guide

Step	BA	BA+30	MA	MA+30	MA+60	PHD
1	51,642	53,498	55,354	57,210	59,066	60,922
2	52,292	54,148	56,004	57,860	59,716	61,572
3	52,942	54,798	56,654	58,510	60,366	62,222
4	54,697	56,553	58,409	60,265	62,121	63,977
5	56,597	58,453	60,309	62,165	64,021	65,877
6	58,597	60,453	62,309	64,165	66,021	67,877
7	60,597	62,453	64,309	66,165	68,021	69,877
8	62,597	64,453	66,309	68,165	70,021	71,877
9	64,697	66,553	68,409	70,265	72,121	73,977
10	66,797	68,653	70,509	72,365	74,221	76,077
11	69,312	71,168	73,024	74,880	76,736	78,592
12	71,862	73,718	75,574	77,430	79,286	81,142
13	74,362	76,218	78,074	79,930	81,786	83,642
14	76,962	78,818	80,674	82,530	84,386	86,242
15	79,762	81,618	83,474	85,330	87,186	89,042
16	84,002	85,858	87,714	89,570	91,426	93,282

Year 4  
2017-18 Keyport Teachers

Salary Guide

Step	BA	BA+30	MA	MA+30	MA+60	PHD
1	52,047	53,903	55,759	57,615	59,471	61,327
2	52,647	54,503	56,359	58,215	60,071	61,927
3	53,247	55,103	56,959	58,815	60,671	62,527
4	54,747	56,603	58,459	60,315	62,171	64,027
5	56,647	58,503	60,359	62,215	64,071	65,927
6	58,647	60,503	62,359	64,215	66,071	67,927
7	60,647	62,503	64,359	66,215	68,071	69,927
8	62,647	64,503	66,359	68,215	70,071	71,927
9	64,747	66,603	68,459	70,315	72,171	74,027
10	66,847	68,703	70,559	72,415	74,271	76,127
11	69,397	71,253	73,109	74,965	76,821	78,677
12	71,952	73,808	75,664	77,520	79,376	81,232
13	74,452	76,308	78,164	80,020	81,876	83,732
14	77,232	79,088	80,944	82,800	84,656	86,512
15	80,082	81,938	83,794	85,650	87,506	89,362
16	84,652	86,508	88,364	90,220	92,076	93,932

Year 5  
2018-19 Keyport Teachers

Salary Guide

Step	BA	BA+30	MA	MA+30	MA+60	PHD
1	52,051	53,907	55,763	57,619	59,475	61,331
2	52,651	54,507	56,363	58,219	60,075	61,931
3	53,251	55,107	56,963	58,819	60,675	62,531
4	54,751	56,607	58,463	60,319	62,175	64,031
5	56,651	58,507	60,363	62,219	64,075	65,931
6	58,651	60,507	62,363	64,219	66,075	67,931
7	60,651	62,507	64,363	66,219	68,075	69,931
8	62,651	64,507	66,363	68,219	70,075	71,931
9	64,751	66,607	68,463	70,319	72,175	74,031
10	66,851	68,707	70,563	72,419	74,275	76,131
11	69,401	71,257	73,113	74,969	76,825	78,681
12	71,956	73,812	75,668	77,524	79,380	81,236
13	74,456	76,312	78,168	80,024	81,880	83,736
14	77,236	79,092	80,948	82,804	84,660	86,516
15	80,086	81,942	83,798	85,654	87,510	89,366
16	85,152	87,008	88,864	90,720	92,576	94,432

YEAR 1

2014-15      Keyport  
                 Secretaries

Salary Guide

Step	Salary
1	35,639
2	35,884
3	36,112
4	36,543
5	36,642
6	38,045
7	38,843
8	40,016
9	40,780
10	41,814
11	42,932
12	44,053
13	45,047
14	46,085
15	47,121
16	48,021
17	49,055
18	50,089
19	51,223



YEAR 2

2015-16 Keyport  
Secretaries

Salary Guide

Step	Salary
1	36,399
2	36,649
3	36,899
4	37,299
5	37,699
6	38,699
7	39,608
8	40,608
9	41,608
10	42,608
11	43,608
12	44,758
13	45,758
14	46,758
15	47,863
16	48,973
17	49,973
18	50,973
19	51,973

YEAR 3  
Keyport  
2016-17 Secretaries

Salary Guide

Step	Salary
1	37,118
2	37,368
3	37,618
4	38,018
5	38,418
6	39,318
7	40,318
8	41,318
9	42,318
10	43,318
11	44,318
12	45,418
13	46,493
14	47,493
15	48,493
16	49,493
17	50,593
18	51,623
19	52,623

Year 4  
2017-18    Keyport  
             Secretaries

Salary Guide

Step	Salary
1	37,615
2	37,865
3	38,115
4	38,465
5	38,865
6	39,765
7	40,765
8	41,765
9	42,765
10	43,765
11	44,765
12	45,820
13	46,850
14	47,850
15	48,875
16	49,925
17	51,025
18	52,125
19	53,223

Year 5  
2018-19 Keyport  
Secretaries

Salary Guide

Step	Salary
1	38,050
2	38,300
3	38,550
4	38,900
5	39,250
6	40,150
7	41,150
8	42,150
9	43,150
10	44,150
11	45,150
12	46,183
13	47,208
14	48,248
15	49,273
16	50,323
17	51,423
18	52,523
19	53,723

Keyport Para/Aides					
	2014-15	2015-16	2016-17	2017-18	2018-19
FT Aide	16,106	16,686	17,287	17,809	18,348
PT Aide	9,209	9,541	9,884	10,183	10,491
Paraprofessional	20,113	20,837	21,587	22,240	22,913

Coaches Guide					
Position	FY2015	FY2016	FY2017	FY2018	FY2019
Baseball, Assistant	5,654	5,858	6,068	6,252	6,441
Baseball, CS	5,535	5,734	5,941	6,120	6,306
Baseball, Head	7,709	7,987	8,274	8,524	8,782
Basketball, Assistant Girls	5,924	6,137	6,358	6,551	6,749
Basketball, Assistant Boys	5,924	6,137	6,358	6,551	6,749
Basketball CS Girls	5,535	5,734	5,941	6,120	6,306
Basketball CS Boys	5,535	5,734	5,941	6,120	6,306
Basketball Head Girls	8,071	8,362	8,663	8,925	9,195
Basketball, Head Boys	8,071	8,362	8,663	8,925	9,195
Bowling Head	5,449	5,645	5,848	6,025	6,208
Cheerleading, CS	4,676	4,844	5,019	5,171	5,327
Cheerleading, Head	6,934	7,184	7,442	7,667	7,899
Field Hockey, Assistant	5,654	5,858	6,068	6,252	6,441
Field Hockey, Head	7,709	7,987	8,274	8,524	8,782
Field Hockey, Elementary	5,535	5,734	5,941	6,120	6,306
Football, Assistant	6,022	6,239	6,463	6,659	6,860
Football, Head	8,322	8,622	8,932	9,202	9,481
Soccer-Boys CS	5,535	5,734	5,941	6,120	6,306
Soccer Girls CS	5,535	5,734	5,941	6,120	6,306
Soccer-Boys HS	7,709	7,987	8,274	8,524	8,782
Soccer-Girls HS	7,709	7,987	8,274	8,524	8,782
Softball, Assistant	5,654	5,858	6,068	6,252	6,441
Softball, CS	5,535	5,734	5,941	6,120	6,306
Softball, Head	7,709	7,987	8,274	8,524	8,782
Track, Assistant	5,380	5,574	5,774	5,949	6,129
Track, Head	7,007	7,259	7,521	7,748	7,982
Volleyball Girls	7,007	7,259	7,521	7,748	7,982

Volleyball Boys	7,007	7,259	7,521	7,748	7,982
Wrestling CS	4,000	4,144	4,293	4,423	4,557
Wrestling, Assistant	5,535	5,734	5,941	6,120	6,306
Wrestling, Head	7,495	7,765	8,044	8,288	8,538

Extracurricular Guide					
Position	FY2015	FY2016	FY2017	FY2018	FY2019
Art Club CS	758	785	814	838	864
Art Club HS	758	785	814	838	864
Assistant Drama Coach CS	800	829	859	890	922
CS Board Game Club	737	764	791	815	840
CS Book Club	737	764	791	815	840
CS Chess Club	950	984	1,020	1,050	1,082
CS Drama Club	1,236	1,280	1,327	1,367	1,408
CS NJHS	1,700	1,761	1,825	1,880	1,937
CS Student Council	2,267	2,349	2,433	2,507	2,583
CS TV Club	2,000	2,072	2,147	2,212	2,278
CS Yearbook	1,150	1,191	1,234	1,272	1,310
Choral Director	2,752	2,851	2,954	3,043	3,135
Eight Grade	1,792	1,857	1,923	1,982	2,041
Environmental Club CS	739	766	793	817	842

Environmental Club HS	739	766	793	817	842
Freshman Advisor	1,574	1,631	1,689	1,740	1,793
HS Asst. Drama	1,625	1,684	1,744	1,797	1,851
HS Book Club	739	766	793	817	842
HS Debate Club	739	766	793	817	842
HS Digital Art Club		758	785	809	834
HS Spanish Club	739	766	793	817	842
HS Drama Club	2,267	2,349	2,433	2,507	2,583
HS Student Council	2,267	2,349	2,433	2,507	2,583
HS TV Club	2,000	2,072	2,147	2,212	2,278
HS Yearbook	3,187	3,302	3,421	3,524	3,631
HS Honor Society	2,267	2,349	2,433	2,507	2,583
I & RS	1,034	1,071	1,110	1,143	1,178
HS Literacy Magazine	2,182	2,261	2,342	2,413	2,486
Junior Class Advisor	2,532	2,623	2,718	2,800	2,884
Key Club	2,267	2,349	2,433	2,507	2,583
Keynotes	2,794	2,895	2,999	3,090	3,183
Lifeline Advisor	1,283	1,329	1,377	1,419	1,462
Band Director	2,752	2,851	2,954	3,043	3,135
Senior Class	2,924	3,029	3,138	3,233	3,331
Sophomore Advisor	1,834	1,900	1,968	2,028	2,089