

COLLECTIVE BARGAINING AGREEMENT

between the

KEYPORT BOARD OF EDUCATION

and the

KEYPORT EDUCATION ASSOCIATION

2008-2011

TABLE OF CONTENTS

PREAMBLE 1

ARTICLE I - RECOGNITION..... 1

ARTICLE II - SCOPE OF NEGOTIATIONS..... 1

ARTICLE III - GRIEVANCE PROCEDURE 1

ARTICLE IV - ARBITRATION 4

ARTICLE V - ASSOCIATION RIGHTS AND PRIVILEGES..... 5

ARTICLE VI - SCHOOL CALENDAR 5

ARTICLE VII - TEACHING DAY..... 6

ARTICLE VIII - AIDES AND PARAPROFESSIONALS..... 10

ARTICLE IX - SALARIES AND HOURS OF WORK FOR SECRETARIES
AND CLERICAL EMPLOYEES 11

ARTICLE X - VACATIONS FOR TWELVE MONTH EMPLOYEES 12

ARTICLE XI - HOLIDAYS FOR TWELVE MONTH EMPLOYEES 12

ARTICLE XII - VOLUNTARY TRANSFERS AND REASSIGNMENTS
FOR SECRETARIAL AND CLERICAL EMPLOYEES 13

ARTICLE XIII - TEMPORARY LEAVES OF ABSENCE FOR SECRETARIAL AND
CLERICAL EMPLOYEES 13

ARTICLE XIV - EXTENDED LEAVES OF ABSENCE FOR SECRETARIAL AND
CLERICAL EMPLOYEES 14

ARTICLE XV - EVALUATION AND DISCIPLINE FOR SECRETARIAL AND
CLERICAL EMPLOYEES 15

ARTICLE XVI - FLEXIBLE TEACHING SCHEDULES..... 15

ARTICLE XVII - SALARIES FOR TEACHERS 16

ARTICLE XVIII - TEACHER ASSIGNMENT 17

ARTICLE XIX - VOLUNTARY TRANSFERS AND REASSIGNMENTS OF
TEACHERS 17

ARTICLE XX - PROMOTIONS..... 18

ARTICLE XXI - TEACHING STAFF MEMBER EVALUATION	18
ARTICLE XXII - PRESENTATIONS AT BOARD MEETINGS	19
ARTICLE XXIII - SICK LEAVE	20
ARTICLE XXIV - TEMPORARY LEAVES OF ABSENCE FOR TEACHERS	21
ARTICLE XXV - EXTENDED LEAVES OF ABSENCE FOR TEACHERS	24
ARTICLE XXVI - TEACHER SUBSTITUTES.....	26
ARTICLE XXVII - INSURANCE PROTECTION	26
ARTICLE XXVIII - DEDUCTIONS FROM SALARY	27
ARTICLE XXIX - MISCELLANEOUS PROVISIONS	27
ARTICLE XXX - SAVINGS CLAUSE.....	28
ARTICLE XXXI - TEACHER COMPLAINT PROCEDURE.....	28
ARTICLE XXXII - TEACHER LATENESS.....	29
ARTICLE XXXIII - PROFESSIONAL IMPROVEMENT FOR TEACHERS.....	29
ARTICLE XXXIV - DURATION OF AGREEMENT.....	30
ARTICLE XXXV - CONDITION OF AGREEMENT.....	30

PREAMBLE

THIS AGREEMENT is entered into this _____ day of _____, 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 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.
- G. Effective the 2009-10 school year, the Association President shall receive three (3) 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: 183 days for students, 187 days for staff, 188 days for new teachers. Effective with the 2009-10 school year, the length of the school year in no event shall exceed the following:
 - 182 days for students,
 - 186 days for staff, and

187 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 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 1995-96 school year, the length of the work day shall not exceed six (6) hours and fifty-two (52) minutes.
 - 1. Effective the 1995-96 school year, the bell schedule shall be modified to create a block of time at the end of the work day, consisting of thirty (30) minutes at the Central School and the High School. 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.
 - 2. Each of the aforementioned blocks of time created shall be subject to the following limitations:
 - a) The time shall not be scheduled on Fridays, evening conferences, or on the day immediately preceding a holiday or vacation so designated on the school calendar adopted by the Board pursuant to Article VI; provided that teachers on Fridays, evening conferences, and on the day immediately preceding designated holiday(s) and vacation(s) shall be dismissed five minutes after the end of the pupil day.
 - b) The time shall not be used to schedule additional classes or for the assignment of clubs, detention, or duty assignment.
 - 3. The school day for teachers shall be as follows:

- a. For grades Pre-K to seven, exclusive of extra-curricular activities, shall commence ten (10) minutes before and thirty (30) minutes after a school day, except on days of faculty meetings, and as provided at B.2.a and B.5 of this Article. The Central School student day shall be as set forth below:
 - 1) For grades Pre-K to seven, 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 eight to twelve, teachers, exclusive of extra-curricular activities, the student day shall commence at 7:45 a.m. and end at 2:34 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.

4. 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 Pre-K to seven - 3:17 p.m.
 - b. Grades eight to twelve - 2:34 p.m.
5. 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. No period shall be less than 40 minutes nor more than 46 minutes in duration.
 2. Each period shall be the same length of duration. At the high school, the day shall be scheduled to include a five (5) minute homeroom, retaining all teaching periods at the same number of minutes and no increase in the length of day.
 3. 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 three 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 compensatory released time for such day (i.e., an early dismissal before a holiday).

Effective with the 2008-09 school year, for each year of this agreement, 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).

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 sixty (60) minutes beyond the end of the school day, may be scheduled up to ten (10) times per year; five (5) general meetings and five (5) departmental or grade level meetings.
1. Employees shall not be required to attend more than one meeting per month except in September, when employees may be required to attend one (1) general meeting and one (1) departmental or grade level meeting.
 2. There will be no additional compensation or release time granted for these ten (10) meetings.
 3. 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.
 4. 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. Sick days as defined in Article XXIII B will be credited to the aides as follows:
30 days credit for those aides with nine (9) or more years service in the district;
10 days credit for those aides hired by the 2005-06 school year;
No prior sick-day credit for those hired for the 2006-07 school year and any year thereafter, but all aides will have sick days credited to them on a yearly basis so that each has a minimum of 10 days as of September 1, 2008;
- E. Aides will be given:
2 personal days a school year;
2 family illness days a school year;
2 bereavement days a school year;
All of these days are non-cumulative year to year;
Part-time aides shall have these days pro-rated.
- F. 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.
- G. 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.
- C. The work day of all secretarial and clerical employees employed full- time shall be seven (7) hours plus 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: 2008-11, \$200. Such employees who have obtained a four year college degree shall receive the following additional compensation each year: 2008-11, \$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. Vacation may not be taken until the July after start of employment.
- D. An employee shall give at least one (1) week's 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*
 - l. Five (5) floating holidays may be utilized during Spring Recess or Winter Recess. One (1) day during the Spring Recess and one (1) day during the Winter Recess

shall be designated by the Board and the three (3) remaining floating holidays shall be at employee request. Although the supervisor shall make the final decision with regard to what day shall be celebrated as the floating holidays, requests for a particular day shall not be unreasonably withheld.

*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.

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 J.

- 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.

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 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.

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 working 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 with consultation and agreement of the Association President. 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. 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 \$35.00 per hour.
- M. Salaries for coaches and co-curricular advisors shall be paid as follows:

Fall Sports – November 30th
Winter Sports – March 15th
Spring Sports – January 15th

Co- Curricular advisors will be paid 40% of their stipend on December 15th and 60% on June 15th.

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.
- 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.
- 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. 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 certificated employee who has completed a minimum of ten years in 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 \$40.00 per day in 2008-09, \$40.00 in 2009-10

and \$45.00 in 2010-11 for all accumulated sick days for all employees with a cap of two hundred (200) days on all employees hired after June 30, 1988. This increase only applies to those employees hired after 1988.

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 \$40.00 per day in 2008-09, \$40.00 in 2009-10 and \$45.00 in 2010-11 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 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 in 2008-09, \$30.00 per day in 2009-10, and \$35.00 per day in 2010-11 for all accumulated sick days.
- K. For aides who have completed a minimum of ten years in 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 \$20.00 per day in 2008-09, \$20.00 per day in 2009-10, and \$25.00 per day in 2010-11 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,
 - 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-nine (29) cents per mile plus tolls for 2008-09, thirty-one (31) cents per mile plus tolls for 2009-10 plus tolls, and thirty-one (31) cents per mile plus tolls for 2010-11.,
 - 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-nine (29) cents per mile plus tolls for 2008-09, thirty-one (31) cents per mile plus tolls for 2009-10 plus tolls, and thirty-one (31) cents

per mile plus tolls for 2010-11.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 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 pay the cost of the Hospital Service Plan and Major Medical for all employees and, where requested, for family coverage; however, in order to be eligible for health benefits, all unit members (an aide, a teacher, paraprofessional, secretary or clerk) must work more than 25 hours each week, except that current employees are grandfathered at 20 hours a week. Effective January 1, 2009, the current PPO Plan will be replaced by the Direct Access Design 7, Education 10 Plan through Horizon BCBS of New Jersey.

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

C.

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

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

	2008-09	2009-10	2010-11
Teachers	5%	10%	10%
Paying Secretaries	5%	5%	5%
Non-paying Secretaries	0%	3%	5%
Aides	0%	3%	5%

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 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 lateness exceeds two per year, deductions from the teachers 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 XXXIII - PROFESSIONAL IMPROVEMENT FOR TEACHERS

- A. The Board will reimburse each teacher at a maximum of \$400.00 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.)

ARTICLE XXXIV - DURATION OF AGREEMENT

The duration of the new contract shall be three (3) years, 2008 to 2011. This Agreement shall be effective as of July 1, 2008, (except as otherwise specifically stated) and all of the foregoing terms shall remain in full force and in effect until June 30, 2011. Negotiations for a subsequent agreement will commence as prescribed by the Public Employees Relation Commission, but not later than the second week of October, 2010, 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 and 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.

KEYPORT EDUCATION ASSOCIATION

KEYPORT BOARD OF EDUCATION

By: _____
President

By: _____
Joanne Staeger, President

By: _____
Secretary

By: _____
Joann Podracky, Board Secretary