

Margate City Board of Education and Margate Education Association

July 1, 2014 to June 30, 2017

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

MARGATE CITY BOARD OF EDUCATION

AND THE

MARGATE EDUCATION ASSOCIATION

July 1, 2014

to

June 30, 2017

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ARTICLE I

RECOGNITION

A. UNIT

The Board hereby recognizes the Margate Education Association (hereinafter: "Association") as the exclusive and sole representative for collective negotiation for all personnel whether under contract, on leave, employed or to be employed by the Margate City Board of Education (hereinafter: "Board"), including: all professional personnel other than administrative, secretarial, custodial staff, aides, and substitute teachers.

B. DEFINITION OF TEACHER

Unless otherwise indicated, the terms "personnel", "employees", "teachers", when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined.

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ARTICLE II

NEGOTIATIONS PROCEDURE

A. DEADLINE DATE

The parties agree to enter in collective negotiations over a successor Agreement in accordance with Chapter 123, Public Law 1974, in good faith effort to reach agreement. Such negotiations shall begin not later than December 1 of the calendar year preceding the calendar year in which this Agreement expires.

B. MODIFICATION

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

C. NEGOTIATING REPRESENTATIVES

Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations to the extent permitted by State Statutes.

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ARTICLE III

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. Grievance

A “grievance” is a claim by a teacher or the Association based upon that interpretation, application, or violation of this Agreement, policies or administrative decisions affecting a teacher or a group of teachers.

2. Aggrieved Person

An “aggrieved person” is the person or persons or the Association making the claim.

B. PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting teachers. Both parties agree that these proceedings will be informal and confidential.

C. PROCEDURE

1. Time Limits

Since it is important that grievances be processed as rapidly as possible, the grievance must be initiated at step one within twenty (20) school days of the occurrence and the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. Year-end Grievance

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, every effort shall be made to complete the procedure as soon as practicable.

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3. Level One – Principal or Immediate Supervisor

A teacher or teachers with a grievance shall first discuss it with his/her principal or immediate superior, either directly or through the Association's designated representative, with the objective of resolving the matter informally. A decision shall be made within (5) school days in writing.

4. Level Two – Superintendent

If the aggrieved person is not satisfied with the disposition of this grievance at level one, the grievance may be filed in writing with the superintendent within five (5) school days after the decision is made at level one. The superintendent shall render a decision in writing within eight (8) school days after receiving the written grievance

5. Level Three – Board of Education

If the aggrieved person is not satisfied with the disposition of this grievance at level two, the grievance may be filed in writing with the Board of Education through the Board Secretary within eight (8) school days after the Superintendent's decision. The Board of Education shall make a decision in writing on the grievance within fifteen (15) calendar days after receipt of the grievance.

6. Level Four – Arbitration

If the decision of the Board does not resolve the grievance to the satisfaction of the aggrieved and he/she wishes review by a third party, and if the Association determines that the matter should be reviewed further, it shall so advise the Board through the Superintendent within ten (10) days of receipt of the Board's decision. However, the Board's decision shall be final and binding on the grievances concerning the following matters which are not subject to arbitration:

- a. A complaint of a non-tenure teacher which arises by reason of his/her not being reemployed; or
- b. A complaint by any certificated personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure either is not possible or not required.
- c. Any matter which according to law is either beyond the scope of Board authority or limited to unilateral action by the Board alone.

7. The Arbitrator

- a. Either party may request the Public Employment Relations Commission to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
- b. The parties shall abide by the rules the agency provides the arbitrator.
- c. The arbitrator shall be limited to the issues submitted for arbitration and shall consider nothing else. He/she can add nothing to, nor subtract anything from the Agreement between the parties, or any policy of the Board of Education. The recommendation of the arbitrator shall be advisory except that the decision of the arbitrator shall be binding only with respect to grievances concerning violation of the express written terms of this Agreement. Grievances that relate to Board Policies, and administrative decisions shall not be topics for binding arbitration.

D. RIGHTS OF TEACHER TO REPRESENTATION

Any aggrieved person must be advised of their right to representation and the cause at all stages of the grievance procedure by himself/herself, or, at his/her option, by a representative selected or approved by the Association. There must be 48 hours notice that a designated representative will be present, prior to any scheduled meeting.

E. MEETINGS AND HEARINGS

No meetings and hearings under this procedure shall be conducted in public. They shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this article.

ARTICLE IV

TEACHER RIGHTS AND RESPONSIBILITIES

A. DEFINITION OF RIGHTS AND RESPONSIBILITIES

1. During the time a student is assigned to a classroom, the teacher in charge will be responsible for his/her welfare and control of his/her behavior, to the extent permissible under N.J. State Law.
2. The presence of a teacher of a special subject relieves the classroom teacher of responsibility for supervision of the class.
3. In matters of emergency or absolute necessity, a teacher will notify the Principal's office and an adjacent teacher who will assume responsibility for the class.
4. Teachers will be in their classrooms when the students are admitted to school.
5. No teacher shall be disciplined by any administrative personnel without just cause and the employee's right to due process shall not be violated.
6. The personnel file of each employee shall be maintained only in the office of the Superintendent of Schools and is available for inspection by the employee.

B. ACCESS TO BUILDINGS

When school is not in session, teachers may obtain access to the building by prior arrangement with the Principal to discharge professional duties. No students shall be admitted at such times without special permission from the superintendent or Principal.

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ARTICLE V

TEACHER WORK YEAR, HOURS, AND TEACHING WORK LOAD

A. IN-SCHOOL WORK YEAR

1. Definition of in-school work year

The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required; such as teacher workshop days. The in-school work year of Association Members (other than new personnel who may be required to attend an additional (1) day of orientation) shall not exceed one hundred eighty-five (185) days between September 1 and June 30.

B. SCHOOL CALENDAR

Calendar shall be made available to the Association prior to being recommended to the Board.

C. WORK DAY

1. Length of the Day

The total in-school workday shall consist of not more than seven (7) hours except each Wednesday which shall consist of not more than seven and one-half (7½) hours. Each day shall include a duty-free lunch period of not less than forty-five (45) minutes.

On early dismissal days, teachers may be required to remain until the end of the normal in-school day for workshops, meetings, conferences, or other matters related to the educational program. Except in emergencies, no such meetings will be called on days preceding holidays or vacation occurring during the school year.

Effective July 1, 2015, the following wording will replace the existing C.1. wording.

The total in-school workday shall consist of not more than seven (7) hours between the hours of 8:00 A.M. and 3:05 P.M. except each Wednesday which shall consist of not more than seven and one-half (7½) hours. The extra one-half (1/2) hour on Wednesdays shall not be in effect in the week of "Back-to-School Nights," the week before Christmas, the week of Good Friday, and the last full-day Wednesday in June. Each day shall include a duty-free lunch period of not less than forty (40) minutes.

On early dismissal days, teachers may be required to remain until the end of the normal in-school day for workshops, meetings, conferences, or other matters related to the educational program. Except in emergencies, no such meetings will be called on days preceding holidays or vacation occurring during the school year.

It is understood that the students' in-school day shall be from 8:15 A.M. to 2:55 P.M. on full days and from 8:15 A.M. to 12:45 P.M. on half-days.

On half-days for both staff and students, all class periods will be equalized, and teachers will be entitled to their prorated prep period, and their prorated lunch period. Teachers will only be entitled to one of their ten (10) minute duty free times.

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D. TEACHING LOAD AND PREPARATION TIME FOR ALL FULL-TIME PROFESSIONAL STAFF

1. The teaching load and number of pupils shall be equalized as much as possible.
2. Teachers will be provided at least five (5) duty-free preparation periods per week (based on one (1) forty (40) minute period per full day, where scheduling permits).

Effective July 1, 2015, the following wording will replace the existing D.2. wording.

Teachers will be provided at least five (5) duty-free preparation periods per week (based on one (1) forty (40) minute period per full day, where scheduling permits) in addition to the ten (10) minutes of duty free time in the morning and in the afternoon.

3. Teachers who must change classrooms will be paid one (1) day's pay at the current rate as noted in Article VII.D.1.
4. Instructional Planning

Every teacher shall plan and teach course content, subject to established curriculum and/or administrative guidelines, in the manner he/she considers most practical and useful. Teachers shall provide substitutes with daily, weekly, and/or alternate plans as needed.

5. All professional staff will be required to attend three (3) evening assignments per school year as determined by the Superintendent of Schools or his designee. There will be a 12:45 PM dismissal for teachers and students on these days. The foregoing required evening assignments do not include the annual Back-To-School Nights which all teachers shall attend in their respective building. On days when teachers are dismissed at 12:45, teachers will not be entitled to a forty-five (45) minute duty-free lunch period as noted in Article V.C.1.

Effective July 1, 2015, the forty-five (45) minutes in the existing D.5. wording will change to forty (40) minutes.

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ARTICLE VI

SALARIES

A. SALARY SCHEDULE

1. The salary guides for teachers covered by this agreement are set forth in schedules which are attached hereto and made a part hereof.
2. Salary guide progression previously established will be maintained. The Board reserves the right to withhold increments in accordance with the provisions of N.J.S.A. 18A:29-14.
3. In employing new teachers, the determination of their status on the salary guide will give minimum credit for previous public school teaching experience:
 - a. Full credit will be given for the first five (5) years.
 - b. Half credit will be given for the next six (6) years.
 - c. Credit beyond eleven (11) years may be given as determined by the evaluation of the Superintendent of Schools.

Use of these criteria will determine the appropriate placement for new teacher employees on the salary schedule. Once placed on the schedule, they will remain on that step through the school year.

4. Teachers will accrue credits for MA+30 only for courses approved by the Superintendent (hereinafter: "approved") taken after the award of the Masters Degree.
5. Employees who provide proof of column advancement due to the completion of graduate credits approved by the Superintendent to the Board of Education no later than the last day of September will have column advancement approved retroactive to September 1st of the school year.

Employees who provide proof of column advancement due to the completion of graduate credits approved by the Superintendent to the Board of Education no later than the last day of February will have column advancement approved retroactive to February 1st of the school year.

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B. METHOD OF PAYMENT

1. Ten (10) Month

Each teacher employed on a ten (10) month basis will be paid every other Friday over a 10 month period between September 1 and June 30. Any teacher may elect to have ten percent (10%) (to the nearest multiple of \$5) of his gross pay deducted and deposited with the Cape Savings Bank. Once authorized, such salary deduction shall continue for the remainder of the school year.

2. Salaries will be paid every other Friday in conjunction with the yearly payroll schedule.
3. When a payday falls on or during a school holiday or vacation, paychecks shall be prepared and made available for distribution on the last previous working day.
4. Final Pay

Each teacher on the ten (10) month option shall receive his/her final pay by the last working day in June after being checked out by the Principal or Administrator, excluding unusual circumstances.

C. NOTIFICATION OF CONTRACT AND SALARY

Non-tenure teachers shall be notified of their retention or non-retention as soon as possible but not later than May 15. In case the Contract has not been agreed upon by this date, the instrument of notification shall be a letter of intent of rehiring.

D. INSURANCE PROTECTION

1. The Board agrees to provide a comprehensive health insurance plan to all eligible employees and their dependants. Such plan shall provide coverage equal or better than the level of benefits currently (July 1, 2008) provided by the School Employees' Health Benefit Program (SEHBP).

Employees shall be required to contribute to the costs of the Health Insurance Plan as may be mandated by law, including P.L. 2011, Chapter 78 and shall replace and not be in addition to any other contribution. Such payments shall be withheld in equal installments throughout the year from employees' pay checks. The Board shall establish and adopt a Section 125 Plan so that said contributions would be "pre-tax."

Notwithstanding the above, should the Board initiate a change from SEHBP to a new health benefit provider or plan, it would do so consistent with the foregoing.

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2. The Board agrees to provide a mutually agreed upon Dental Plan for all employees and their dependents at no cost to the employee.

E. SEVERENCE/RETIREMENT

1. Any employee who has completed fifteen (15) years of service and voluntarily leaves the school system, leaves the district because of a reduction in force, or who is eligible for retirement according to Title 18A, will be awarded a one time only grant based on their number of unused sick days up to a maximum of two hundred (200) days. The grant will commence as of September 1, 1990 and will be computed at one hundred dollars (\$100) per unused sick leave day.
2. Reimbursement for unused sick days shall be made in two (2) equal payments. The first payment shall be made within thirty (30) days of actual retirement. The second payment shall be made on January 1 of the calendar year following the year of actual retirement or on July 1 of the academic year following actual retirement, whichever date is further from the actual retirement date.
3. In the event of the employee's death, beneficiaries of the deceased employee will receive the severance/retirement.

F. FLEXIBLE SPENDING ACCOUNT

The Board of Education will establish an IRS 125 Flexible Spending Account program for staff members. The Board will pay for the initial set up cost and any monthly administrative fees.

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ARTICLE VII

TEACHER ASSIGNMENT, VACANCIES, NEW POSITIONS, EXTRA CURRICULAR

A. ASSIGNMENT

1. Notification: All teachers shall be given written notice of tentative grade and/or subject assignment, tentative building and room assignment for the forthcoming year. The Administration shall make every effort to notify teachers of their assignments by April 30, but no later than two (2) days after the regularly scheduled August Board meeting, except in a teacher's death or a teacher leaving the system.

B. VACANCIES AND NEW POSITIONS

Notice shall be posted on the Faculty Room Bulletin Boards when vacancies or new positions officially open, stating qualifications, duties, and where possible, salary.

C. EXTRA CURRICULAR

1. Approved Activities

Any teacher who directs an extra curricular activity, approved by the Superintendent, will be entitled to sign a supplementary contract according to the following guidelines:

- a. The activity should enlarge upon or supplement the scope of educational programs provided during the in-school day.
- b. Any member of the professional staff may apply for a supplemental contract.

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- c. To be eligible for a supplementary contract, the advisor must submit an outline of the proposed activity, including implementation of the guidelines and a budget including anticipated compensation and any expenses involved in the activity, to the Superintendent not later than April 30 of the preceding school year for approval of the fall and winter activities and October 30 of the current school year for approval of spring activities. The Board has the option of funding any part or all of the costs as may be mutually agreed upon by the Board, and a representative appointed by the Association.
- d. In order to be compensated, the teacher of an extra curricular activity must work an agreed upon number of hours during the school year beyond the regular working day.
- e. The compensation for such activities will be set at a minimum of two hundred dollars (\$200) for any agreed activity.

D. ACADEMIC ASSIGNMENT BEYOND CONTRACTUAL TIME REQUIREMENTS

1. Any teacher, who is approved by the Board for academic work beyond the contractual time requirements shall be compensated at the hourly rate of 0.075% of Step 1 in the BA column (\$39.00/hour for 2014-2015; \$39.45/hour for 2015-2016; and \$44.10/hour for 2016-2017) or receive compensatory days upon the discretion of the Superintendent of Schools.
2. Academic work shall include the teaching of Board approved summer school programs, after school programs, and the membership of Board approved curriculum committees.
3. If a staff member is required by the administration to present a training program outside of the normal workday for an in-district presentation, the employee shall be compensated at the hourly rate in 1. above for the actual presentation time. In addition, a maximum of two (2) hours of preparation time may be paid to the employee.
4. All assignments are subject to scheduling by the Superintendent of Schools.

E. TRAVEL BETWEEN SCHOOLS

1. Any teacher required to travel between school buildings due to the nature of their assignment shall be compensated seventy-five dollars (\$75) per year providing the teacher travels in his or her private vehicle. Payment will be prorated in the case of a teacher's illness.
2. Payment will be made at the end of the school year at the teacher's request and with the approval of the Superintendent of Schools.

F. OTHER TRAVEL

1. Any teacher required to travel to workshops or conferences outside of the school district will be reimbursed the IRS rate per mile by submitting verification of travel and approved by the Superintendent of Schools.

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ARTICLE VIII

ABSENCE, LEAVES OF ABSENCE, SABBATICAL

A. SICK LEAVE

1. Accumulative

As of September 1, of each school year, all teachers employed shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year whether or not they report for duty that day. Accumulative sick leave for twelve (12) month employees shall be twelve (12) days per year. Unused sick leave days shall be accumulated from year to year with no maximum limit.

2. Teachers shall be allowed five (5) days paid leave of absence in any school year for illness in the family, i.e. spouse, children, parents, siblings, grandparents and any person who permanently resides in the household. Unused illness in the family days in a year shall be added to a teacher's accumulated sick leave.
3. When an employee has exhausted family illness days, he/she may elect to use accrued personal sick leave.
4. In the event of extenuating circumstances, up to five (5) additional leave days with pay may be granted by the Board of Education and/or its agent. All days may be subject to a Physician's Certificate at the discretion of the Superintendent of Schools.
5. In case of three (3) or more consecutive days of sick leave claimed, the Board of Education, and/or its agent, may require a Physician's Certificate to be filed with the Secretary of the Board.

B. TEMPORARY LEAVES

1. Personal

- a. Up to three (3) days of absence in any school year may be granted for personal business, legal business, household or family matters, death of a friend or non-member of the immediate family, which require absence during school hours. Application to the teacher's principal or other immediate superior for personal leave shall be made at least seven (7) days before taking such leave (except in the case of emergencies) and the applicant shall not be required to state the reason for taking such leave other than that he/she is taking it under this Section. No leave request will be granted the day before or the day after a school holiday except for extenuating circumstances.
- b. Unused personal leave shall accumulate at the end of the school year as sick leave.

2. Other

There shall be no deduction of salary for absence occasioned by visiting schools or attending educational meetings under authorization of the principal and superintendent, for non-personal by subpoena legal proceedings, or for religious observance.

3. Death in the Family

Up to five (5) days at any one time in the event of death in the family, i.e spouse, child, in-law child, parent, in-law parent, brother, sister and any other person who permanently resides in the household, and up to three (3) days in the event of the death of a grandparent not residing in the household.

4. Compensatory Days

Compensatory days are earned, in lieu of payment, for work approved by the Superintendent of Schools that is beyond the workday or school year. The employee has the option to voluntarily accept or reject a compensatory day for services rendered. These days can be used for personal leave by permission of the building principal and Superintendent of Schools at any time during the school year. When possible, application for such days shall be made at least 24 hours in advance and final approval will be at the discretion of the Superintendent of Schools. These days will accumulate year to year.

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- C. Any teacher who fails to report for duty for a period of three (3) days without explanation shall at the option of the Board be considered to have broken his/her contract.

D. OTHER LEAVES

Teachers may request other leaves of absence without pay.

E. SABBATICAL LEAVES

1. Sabbatical leaves may be granted at the discretion of the Board, for full time study, travel, or other reasons of value to the school system, to any professional employee who has served in the Margate School District for at least seven (7) years.
2. The employee shall be entitled to half pay, less deductions, for the full school year, or full pay, less deductions, for one half school year and must agree to return for a minimum of two (2) years immediately following the leave.
3. Upon return from Sabbatical Leave, a teacher shall be placed on the salary schedule at the level he/she attained when he/she left and will be restored to all benefits (VIII, D.2).
4. If the employee does not return after his sabbatical leave, he/she must return one hundred percent (100%) of his salary for the Sabbatical year.
5. If the employee serves only one (1) year, he/she must return fifty percent (50%) of his salary for the Sabbatical year.

F. MATERNITY LEAVE

1. The Board shall not discriminate against any person in violation of the Law Against Discrimination.
2. The Board shall not maintain or enforce any policy or practice for removal of any tenured or non-tenured teacher from her teaching duties that is based solely on the fact of pregnancy or a specific number of months of pregnancy but shall consider and treat each teacher on an individual basis.

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3. The Board may remove any pregnant teacher from her duties on any one of the following basis:
 - a. Performance - Her teaching performance has substantially declined from the time immediately prior to her pregnancy.
 - b. Physical Incapacity - Her physical condition or capacity is such that her health would be impaired if she were to continue teaching.
Physical incapacity shall be deemed to exist only if:
 1. The pregnant teacher fails to produce a certification from her physician that she is medically able to continue teaching, or
 2. The Board of Education's physician and the teacher's physician agree that she cannot continue teaching, or
 3. Following any difference of opinion between the Board's physician and the teacher's physician, the Board may request expert consultation. In such case, the Atlantic County Medical Examiner shall appoint an impartial third physician who shall examine the teacher and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue teaching. The expense of the examination by an impartial third physician under this paragraph shall be shared equally by the teacher and the Board.
4. An employee may utilize accumulated sick leave during the presumptive period of disability related to childbirth. Such leave shall be limited to a maximum of twenty (20) workdays before and twenty (20) workdays after the actual birth.
5. The Board shall grant leaves of absence for medical reasons associated with pregnancy and birth to pregnant teachers:
 - a. Upon reasonable notice, any tenured or non-tenured teacher seeking a leave of absence on the basis of medical reasons associated with pregnancy or birth, beyond the leave provided for in F.4. of this article, shall apply to the Board for said leave at any time prior to the desired commencement of such leave. At the time of application, the teacher shall specify in writing the date on which she wishes to return to work at the termination of leave.

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- b. The Board shall require a teacher to produce a certificate from her physician in support of the extension or reduction of requested leave dates. If the Board's physician is in disagreement, the conflict of medical opinion shall be resolved as set out in paragraph F:3.b.3 of this Article.
 - c. Where medical opinion is supportive of the leave dates requested, such requested leave shall be granted by the Board, except that the Board may change the requested dates upon a finding that the grant of leave for those dates would substantially interfere with the administration of the school and provided that such date change by the Board is not medically contraindicated.
 - d. Following the grant of such leave to any teacher, the commencement or termination dates thereof may be further extended or reduced for medical reasons upon application by the teacher to the Board. Such extension or reduction shall be granted by the Board for an additional reasonable period of time except that the Board may alter the requested dates upon a finding that such extension or reduction would substantially interfere with the administration of the school, and provided that such date change by the Board is not medically contraindicated.
 - e. Leaves granted pursuant to this subsection may be paid leaves if accumulated sick leave is available, or unpaid leaves if no accumulated sick leave is available or if the employee requests an unpaid leave.
6. The Board need not grant or extend the leave of absence of any non-tenured teacher beyond the end of the contract year in which the leave is obtained. A teacher returning from maternity leave of absence shall be entitled to all benefits to which teachers returning from other types of sick or disability leave would be entitled.
 7. No tenured or non-tenured teacher shall be barred from returning to work after the birth of her child solely on the ground that there has not been a stated or prescribed lapse of time between that birth and her desired date of return except as is provided in this order. Nothing contained in this paragraph shall be construed to preclude the Board from requiring any teacher after birth of her child to produce a certificate from her physician showing that she is physically capable of resuming her duties, provided that if the Board's physician is in disagreement, that conflict of medical opinion shall be resolved in the same manner as is set out in paragraph F:3.b.3 of this Article.

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G. Child Rearing Leave

1. Upon reasonable notice, any tenured or non-tenured teacher seeking a leave of absence without pay for child rearing purposes shall apply to the Board for said leave at any time prior to the desired commencement of such leave. At the time of application the teacher shall specify in writing the date on which he/she wishes to return to work at the termination of the leave.
2. The Board shall grant, upon request, a leave of absence without pay in accordance with the provisions of this Article where applicable, upon receiving *de facto* custody of an adopted child.
3. The requested dates for the commencement and termination of leaves under this subsection may be altered by the Board upon a finding that such extension or reduction would substantially interfere with the administration of the school.
4. The Board need not grant or extend the leave of absence of any non-tenured teacher beyond the end of the contract year in which the leave is obtained. A teacher returning from child rearing leave of absence shall be entitled to all benefits to which a teacher returning from other types of sick or disability leave would be entitled.

H. All leaves granted under sections F. and G. of this article shall include entitlements under the F.L.A. and F.M.L.A.

ARTICLE IX

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. PROVISIONS

1. The Board will reimburse up to 75% of the Rowan College tuition rate without college fees included for graduate credit coursework approved by the Superintendent (hereinafter: approved).

If the employee takes approved coursework at a college or university whose tuition charge, without fees, is less than 75% of the Rowan College tuition rate, the employee can receive full tuition reimbursement up to a maximum of 75% of the Rowan College rate, but in no case more than the actual tuition paid. For example: if 75% of the Rowan College rate is \$225 per credit and the employee takes a course with a tuition rate of \$195 per credit, he/she may receive the full \$195 tuition rate as reimbursement.

The employee may take up to two (2) courses per semester during the school year (September through June) with a maximum number of credits allowed of eighteen (18) credits for the academic year (July through June). Credits must be for graduate courses taken in a degree program in the teacher's field of specialization or for credits taken with the prior approval of the superintendent.

An exception to the eighteen (18) credit maximum may be recommended to the Board of Education by the Superintendent for individuals on a sabbatical leave. The decision of the Board shall be final and not subject to the provision of Article III herein.

2. In order to encourage teachers receiving the maximum salary, to refresh their professional preparation, during each four (4) year period, the Board of Education will reimburse up to the full tuition at the State College rate for up to four (4) semester hours of study to an accredited college in courses approved by the Superintendent. Courses may be at either graduate or undergraduate level. The teacher may audit the course. Reimbursement will not be given for courses audited. Undergraduate courses will not count toward salary guide advancement.

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B. Professional Development and Educational Improvement

1. The Superintendent shall assist staff members in the area of professional improvement by providing relevant information regarding workshops, professional meetings and course offerings.
2. The district will maintain a record of the number of hours of continuing education for each teacher and provide each teacher with an accounting of his/her accumulated hours each September. Any discrepancies between district and teachers' records should be noted within 30 days of receipt of the board notification.
3. Three (3) days of the work year will be half days for students and will be used for professional development.
4. Teachers shall receive one (1) hour's pay at the hourly rate in Article VII.D.1., for creating substitute plans when assigned to attend workshops with less than eleven (11) days notice.

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ARTICLE X

COMPLAINT PROCEDURE

A. PROCEDURE

1. Any formal complaint regarding a teacher shall be made to the building principal, who will meet with the teacher and attempt to resolve the matter.
2. If the complaint is not resolved, at the request of the teacher, principal or complainant, it shall be submitted to the Superintendent of Schools.

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ARTICLE XI

REPRESENTATION FEE

A. PURPOSE OF FEE

If any employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employer's per capita cost of services rendered by the Association as majority representative.

B. AMOUNT OF FEE

1. Notification – Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be determined by the Association in accordance with the law.
2. Legal Maximum – In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members and the representation fee may set up to 85% of that amount as the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

C. DEDUCTION AND TRANSMISSION FEE

1. Notification – Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph b. below, the full amount of the representation fee and promptly will transmit the amount to the Association.

July 1, 2014 to June 30, 2017

2. Payroll Deduction Schedule – The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:
 - a. ten (10) days after receipt of the aforesaid list by the Board, or
 - b. thirty (30) days, after the employee begins employment in a bargaining unit position unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.
3. Termination of Employment – If any employee who is required to pay a representation fee terminates employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.
4. Mechanics – Except as otherwise provided in this Article, the mechanics for the deduction of the representation fees and the transmittal of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.
5. Changes – The Association will notify the Board in writing of any changes in the list provided for in Paragraph C.1 above, and/or the amount of the representation fees, and such changes will be reflected in any deductions made more than ten (10) days after the Board received card notice.
6. New Employees – On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.

July 1, 2014 to June 30, 2017

D. INDEMNIFICATION AND SAVE HARMLESS PROVISION

1. Liability – The Association agrees to indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided that the Board gives the Association timely notice in writing, of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph.
2. Exception – It is expressly understood that paragraph 1. above will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

July 1, 2014 to June 30, 2017

ARTICLE XII

DURATION OF AGREEMENT

A. DURATION PERIOD

This Agreement shall be effective July 1, 2014, and shall continue in effect until June 30, 2017. Both parties shall have the right to negotiate over a successor agreement as provided in Article II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated unless it is extended in writing.

B. SAVINGS CLAUSE

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement.

C. SEPARABILITY

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

D. STATUS OF INCORPORATION

In witness whereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed thereon, on the _____ day of _____.

Margate Education Association

Margate City Board of Education

President

President

Secretary

Secretary

Margate City Board of Education and Margate Education Association

July 1, 2014 to June 30, 2017

SCHEDULE "A"

2014-2015

<u>STEPS</u>	<u>BA</u>	<u>BA+18</u>	<u>MA</u>	<u>MA+30</u>	<u>PHD</u>
1	52,000	53,500	55,500	58,500	59,500
2	52,300	53,800	55,800	58,800	59,800
3	52,600	54,100	56,100	59,100	60,100
4	52,900	54,400	56,400	59,400	60,400
5	53,200	54,700	56,700	59,700	60,700
6	53,500	55,000	57,000	60,000	61,000
7	54,000	55,500	57,500	60,500	61,500
8	54,500	56,000	58,000	61,000	62,000
9	55,000	56,500	58,500	61,500	62,500
10	55,500	57,000	59,000	62,000	63,000
11	61,000	62,500	64,500	67,500	68,500
12	66,500	68,000	70,000	73,000	74,000
13	72,000	73,500	75,500	78,500	79,500
14	77,500	79,000	81,000	84,000	85,000
15	82,362	85,362	88,362	91,362	92,362

Margate City Board of Education and Margate Education Association

July 1, 2014 to June 30, 2017

SCHEDULE "B"

2015-2016

<u>STEPS</u>	<u>BA</u>	<u>BA+18</u>	<u>MA</u>	<u>MA+30</u>	<u>PHD</u>
1	52,600	54,100	56,100	59,100	60,100
2	53,000	54,500	56,500	59,500	60,500
3	53,500	55,000	57,000	60,000	61,000
4	54,000	55,500	57,500	60,500	61,500
5	54,500	56,000	58,000	61,000	62,000
6	55,000	56,500	58,500	61,500	62,500
7	55,500	57,000	59,000	62,000	63,000
8	56,000	57,500	59,500	62,500	63,500
9	56,500	58,000	60,000	63,000	64,000
10	57,500	59,000	61,000	64,000	65,000
11	62,500	64,000	66,000	69,000	70,000
12	67,500	69,000	71,000	74,000	75,000
13	72,500	74,000	76,000	79,000	80,000
14	79,500	81,000	83,000	86,000	87,000
15	83,766	86,766	89,766	92,766	93,766

Margate City Board of Education and Margate Education Association

July 1, 2014 to June 30, 2017

SCHEDULE "C"

2016-2017

<u>STEPS</u>	<u>BA</u>	<u>BA+18</u>	<u>MA</u>	<u>MA+30</u>	<u>PHD</u>
1	58,800	60,300	62,300	65,300	66,300
2	59,000	60,500	62,500	65,500	66,500
3	59,250	60,750	62,750	65,750	66,750
4	59,500	61,000	63,000	66,000	67,000
5	59,750	61,250	63,250	66,250	67,250
6	60,000	61,500	63,500	66,500	67,500
7	60,500	62,000	64,000	67,000	68,000
8	61,000	62,500	64,500	67,500	68,500
9	61,500	63,000	65,000	68,000	69,000
10	62,500	64,000	66,000	69,000	70,000
11	65,500	67,000	69,000	72,000	73,000
12	69,500	71,000	73,000	76,000	77,000
13	75,500	77,000	79,000	82,000	83,000
14	81,500	83,000	85,000	88,000	89,000
15	85,045	88,045	91,045	94,045	95,045