

PREFACE

This agreement made this 3rd day of January 2007, between the **BOARD OF EDUCATION OF THE TOWNSHIP OF MANTUA**, in the County of Gloucester, party of the first part, hereinafter called the **BOARD OF EDUCATION**, and the **MANTUA TOWNSHIP EDUCATION ASSOCIATION**, party of the second part, hereinafter called the **ASSOCIATION**.

WITNESSETH THAT:

The parties hereto for the purpose of promoting relationships which are conducive to the maintenance of a sound school system, each for the benefit of the other, their mutual benefit and each in consideration of the execution of this **AGREEMENT** by the other, do covenant and agree with each other as follows:

ARTICLE I
RECOGNITION

- 1.1 The **BOARD OF EDUCATION** hereby recognizes the **ASSOCIATION** as the exclusive and sole representative for the collective negotiations concerning the terms and conditions of employment of certified personnel under contract or on authorized leave of absence. These positions shall be defined as the following: certified teacher, nurse, social worker, learning disabilities teacher/consultant, and psychologist regardless of source of funding.

- 1.2 Unless indicated, the term **TEACHERS** when used in this AGREEMENT shall refer to all professional employees represented by the **ASSOCIATION** in the negotiated unit as defined above.

ARTICLE II
NEGOTIATION PROCEDURE

- 2.1 The parties agree to enter into collective negotiations over a successor agreement in accordance with existing State laws in a good effort to reach agreement on all matters concerning the terms and conditions of employment of teachers covered by this Agreement. Proposals of the **ASSOCIATION** are to be submitted to the Superintendent in accordance with the timelines as outlined in PERC rules and regulations. Before September 30th of the year immediately preceding the expiration year of the current contract, the Business Administrator/Board Secretary will meet with the appropriate MTEA representative to establish the dates in which proposals will be exchanged and meetings will be scheduled. Any Agreements negotiated shall apply to all Association members covered by this agreement, be reduced to writing, be signed by the **BOARD OF EDUCATION** and the **ASSOCIATION** and adopted by the parties. It is further agreed that this Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties and attached hereto.
- 2.2 During negotiations, the **BOARD OF EDUCATION** and the **ASSOCIATION** or their designated representatives shall present relevant data, exchange points of view and make written proposals and counter proposals.
- 2.3 Upon agreement by the parties in negotiations, these parties shall make recommendations for agreement to their respective constituents for consideration or ratification. Neither party in negotiations shall control the selection of the negotiating representatives of the other party.
- 2.4 The provisions of this Agreement shall constitute the entire understanding between the parties; and no changes, revisions, alterations, or amendments shall be effected during the term of this Agreement.
- 2.5 The **BOARD OF EDUCATION** will provide the **ASSOCIATION** with its proposal for negotiations at the first scheduled meeting for negotiations. By September 30th of the new negotiating year, the **BOARD OF EDUCATION** will provide the **ASSOCIATION** with a scattergram to be used for determining the base salary amount.

ARTICLE III
GRIEVANCE PROCEDURE

3.1 Preamble

The **BOARD OF EDUCATION** and the **ASSOCIATION** endeavor to promote relationships that are conducive to building a sound school system. In line with this attitude, they believe that all professional employees are entitled to have their grievances investigated and resolved through established channels. Satisfactory settlement of grievances contributes to increasing the efficiency and effectiveness of the professional employee, to the advantage of the students and the school system.

It is essential that definite procedures be established and followed for the presentation and solution of grievances. The Superintendent of Schools shall develop these procedures by:

- A. Making provision for the employees to direct communication with the person responsible for the alleged grievance.
- B. Assuring that the channels of communication are open without fear of reprisal.
- C. Providing for the use of representation by the employee in the procedure.

3.2 Definition

- A. A grievance is an appeal of the interpretation, application, or violation of policies, agreements and administrative decisions affecting a teacher or group of teachers as it concerns terms and conditions of employment.
- B. Any grievance based on administrative decision or Board policy and affecting terms and conditions of employment shall be appealable no further than the **BOARD OF EDUCATION**. Only a grievance based on the language of this contract as it affects terms and conditions of employment shall be appealable to arbitration.

3.3 Procedure

- A. All grievances are to be filed at the lowest appropriate level. For the purpose of this Agreement, the lowest appropriate level shall be the level at which the grievance was created or the level that has the authority to resolve the grievance. If Level Two is deemed to be the lowest appropriate level, a photocopy of the grievance shall be given to the building principal, if the grievance is filed on the behalf of a single grievant, or to all district administrators, if the grievance is filed on behalf of the teachers.

- B. LEVEL ONE: Should Level One be deemed to be the lowest appropriate level, the formal grievance shall be submitted to the building principal. The building principal shall render a decision and return the grievance to the Association Chairperson for the Professional Rights and Responsibilities Committee, with a courtesy photocopy to the Association President and the Superintendent within ten (10) calendar days, excluding school holidays, of receipt of the grievance.
- C. LEVEL TWO: Should Level Two be deemed to be the lowest appropriate level, the formal grievance shall be submitted to the Superintendent of Schools; or, if the grievance has passed through Level One and has not been resolved to the grievant's satisfaction, it shall be presented to the Superintendent within ten (10) calendar days, excluding school holidays, of being returned to the **ASSOCIATION**. In either case, the Superintendent shall render his decision and return the grievance to the Association Chairperson of the Professional Rights and Responsibilities Committee, with a courtesy photocopy to the Association President within ten (10) calendar days, excluding school holidays.
- D. LEVEL THREE: If the aggrieved is not satisfied with the Superintendent's decision, the aggrieved and his representative may file through the Superintendent's Office, within ten (10) school days after receiving the Superintendent's decision, an appeal, in writing to the **BOARD OF EDUCATION**. It shall be the duty of the Superintendent to notify the **BOARD OF EDUCATION** of the receipt of such a written appeal. The **BOARD OF EDUCATION** shall meet with the parties of interest within twenty five (25) calendar days of receiving the written appeal at a mutually acceptable time and place in Executive Session, in order to hear the merits of the case. The aggrieved party has the right to the merits of the case. The aggrieved party has the right to counsel, representation, and witnesses on their behalf. The decision made by the **BOARD OF EDUCATION** shall be communicated to the respective parties in writing within forty (40) calendar days of the hearing.

The grievant must notify the **BOARD OF EDUCATION** within twenty (20) calendar days, excluding school holidays, of receiving the **BOARD OF EDUCATION'S** decision of its intention to appeal said decision to arbitration. If the grievant does not do so within twenty (20) calendar days, excluding school holidays, the grievance is considered automatically resolved based on the decision rendered by the **BOARD OF EDUCATION**.

- E. If a resolution of the grievance is not achieved at the **BOARD OF EDUCATION** level, an arbitrator may be selected by mutual agreement or from the American Arbitrators Association or from a list supplied by the New Jersey Public Employees Relations Commission. The cost of such an arbitrator shall be shared by both parties. The decision handed down by such arbitrator shall be binding on both parties.

It shall be the duty of the Superintendent of Schools and the **ASSOCIATION** to maintain a complete file of written grievances. Such file shall not become a part of the aggrieved's personnel file.

**ARTICLE IV
TEACHER RIGHTS**

- 4.1 Pursuant to existing laws, the **BOARD OF EDUCATION** agrees that teachers shall have the right to organize and support the **ASSOCIATION** and its designated affiliates. The **BOARD OF EDUCATION** further agrees that it shall not deprive or coerce any teacher in the enjoyment of any rights confirmed by the existing laws of the State of New Jersey and the **BOARD OF EDUCATION** also agrees that it shall not discriminate against any teacher because of membership in the **ASSOCIATION**. No teacher shall be disciplined, reprimanded, or reduced in rank or compensation without just cause.
- 4.2 Whenever a teacher is required to appear before the **BOARD OF EDUCATION** or agent thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position, employment or salary, or any increments pertaining thereto, then s/he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the **ASSOCIATION** present to advise him/her and represent him/her during such meeting or interview.
- 4.3 The **BOARD OF EDUCATION** agrees that no teacher shall be prevented from wearing pins or other identification of membership in the **ASSOCIATION** or its affiliates.
- 4.4 No teacher is to be disciplined or reprimanded in front of students, parents, or staff members.
- 4.5 When a parent complaint is filed, the teacher has the right to address concerns according to Board policy and administrative procedures.

ARTICLE V
ASSOCIATION RIGHTS

- 5.1 The **ASSOCIATION** shall have the right to use the interschool mail facilities, E-mail, and school mailboxes with the prior knowledge of the building principal of the dissemination of appropriate material.

ARTICLE VI
TEACHER WORK YEAR

- 6.1 The **BOARD OF EDUCATION** agrees to establish a school calendar of 186 days. This number shall be inclusive of days when students are required to be in attendance, orientation days for returning teachers, in-service days, one day of attendance at the NJEA Convention or the appropriate school and, further, shall include half-day sessions for students the first two (2) days and last two (2) days of school. On Monday following the Convention, all staff shall sign in for either Thursday or Friday, indicating attendance at either the Convention or school.

The Board of Education reserves the right to establish the work year calendar for all students and staff. Each year the Board of Education in preparing this calendar will review the plans for staff development in conjunction with the professional development committee and if not all six of the teacher in-service days are needed, will consider scheduling one of these days on the day after the last day for students. This paragraph will expire at the term of the contract. (Side bar agreement which will expire at the end of this contract).

One half of the first in-service day for a new school year shall be utilized for the purpose of room preparation.

Members of the Child Study Team will work five (5) days in addition to those listed above and will be compensated at a rate equal to their per diem rate of pay. The scheduling of these days will be mutually agreed upon between the staff member and the Supervisor of Child Study Team.

- 6.2 Those teachers who are directed by their supervisor or appropriate school administrator to report for assigned duties prior to the start of the school calendar shall be compensated at their regular hourly and/or per diem rate of pay.

Teachers who are responsible for preparing their classrooms for orientation programs will be permitted to be released for one of the half-day teacher in-service sessions prior to the start of the school year.

- 6.3 All newly employed teachers must report to scheduled orientation sessions before the start of the regular school calendar. One day is required without additional compensation and a second day, if needed, would be compensated at the current hourly rate for curriculum development, as set forth in Article XIII.

**ARTICLE VII
TEACHING HOURS**

7.1 Preamble

As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities. They shall log in and log out, but are not required to designate hours and minutes.

7.2 Arrival and Departure Time

- A. The arrival and departure times for all classroom teachers shall be designated in Subsection B. However, their total in-school work day shall consist of not more than seven (7) hours and fifteen (15) minutes, which shall include a duty-free lunch period as set forth under Section 4 of this Article.
- B. No teacher shall be required to report for duty earlier than thirty (30) minutes before the opening of the pupils' school day.
- C. Days before holidays which exceed one (1) day (Thanksgiving, Winter Break and Spring Break) shall be early dismissal days. Teachers may leave fifteen (15) minutes after the close of the pupil's day. An early dismissal day shall be the minimum number of hours required by the State to constitute a full day. Teachers may leave after the close of the pupils' day providing that their students are safely out of their classroom. This sentence will expire at the term of this contract. (Side bar agreement which will expire at the end of this contract).
- D. On Fridays or days when teachers return in the evening for school functions, teachers may leave fifteen (15) minutes after the close of the pupils' day.

For the duration of this contract, in lieu of the above, teachers may leave on Fridays or days when teachers return in the evening for school functions after the close of the pupils' day providing that their students are safely out of their classroom. This sentence will expire at the term of this contract. (Side bar agreement which will expire at the end of this contract).

7.3 Daily Hours

- A. The daily teaching hours in the elementary schools shall not exceed five (5) hours, forty-five (45) minutes of pupil contact.
- B. Section 7.3-A does in no way impinge upon or prohibit an individual from volunteering or accepting any other activities connected with or concerning pupil contact within the school system which exceeds the daily teaching hours.

- C. The **BOARD OF EDUCATION** agrees to provide all teachers with a minimum of one hundred fifty (150) minutes of release time during a normal work week, unless an emergency related to the shortage of instructional personnel or a situation which would adversely affect the health, safety or welfare of students should occur which requires the presence of the teacher scheduled for release time. It shall be the building principal's responsibility to make such a determination. A normal workweek is defined as any week consisting of five (5) full session days in addition to a guaranteed lunch period.
- D. Release time will be provided for IEP development for special education staff. Special education teachers who have more than ten (10) students will be permitted to request up to one day of release time for the purpose of completing student IEP requirements. The Supervisor of Special Education will review these requests and will work with the school principals to arrange the agreed upon release time. The last two sentences will expire at the term of this contract. (Side bar agreement which will expire at the end of this contract).

7.4 Lunch Periods

- A. Teachers who teach more than four and three quarter (4¾) hours per school day shall have a duty-free lunch period of at least thirty (30) minutes.
- B. Teachers may leave the building during their scheduled duty-free lunch period without requesting permission, but must notify the building principal's office upon leaving and returning.
- C. Teachers who are assigned to more than one building per day shall be granted a 30 minute period of time between teaching assignments for the purpose of travel and classroom preparations. This time is in addition to a duty-free lunch period.

7.5. Other Duties

- A. All reasonable efforts will be made by the administration and the **BOARD OF EDUCATION** to relieve teachers of before-school, lunchtime, after-school playground duties and bus loading duties.
- B. On half-day sessions, teachers of art, music, physical education and multimedia who travel will continue to do so provided they do not have more than seven (7) class assignments on the affected days. On these half-days, classes will meet for twenty-five (25) minute sessions with sufficient travel time included in the schedule. Should any of these

specialists have more than seven (7) assignments on half-days, they will alternate schools.

- C. All teachers will be required to attend two (2) faculty meetings per month after school until 4:00 p.m. All teachers shall attend up to nine (9) meetings per year after school which shall be extended to 4:15 p.m. One additional meeting per month, which may be extended until 4:15 p.m., at the discretion of the administration.

Five (5) school days notice shall be provided for any meeting expected to extend beyond 3:30 p.m. In the case of regularly scheduled building faculty meetings, notice setting meeting dates may be published once at the start of the school year. Advance notification of 48 hours minimum for rescheduling of the meeting shall be provided. Attendance at rescheduled meetings may be excused with approval of supervisor.

- D. A teacher shall be reimbursed for required supervision of students approved by Board action beyond the school day. The rate shall be \$33. per hour for the duration of the contract. Reimbursement for extra time will be made in 15 minute increments.
- E. Teachers shall attend the one (1) annual Back-to-School Night at the appropriate building. Required attendance at additional Back-to-School Nights, shall be paid at the rate set forth in Article VII-D above.
- F. Staff members may be required to make one professional presentation to the Board per year without pay. Any subsequent presentation during the same school year will be paid at the rate of \$33. per hour for the duration of the contract.
- G. The **BOARD OF EDUCATION** agrees to pay \$25. per hour for required room changes necessitating such work outside of regular contractual day and/or calendar year as outlined for sixteen (16) hours if the move is between buildings or eight (8) hours if within the same building. There must be a prior request made to the appropriate administrator and approval given before such work commences.
- H. The Board of Education agrees to pay \$20.00 per hour to teachers who attend evening meetings of the District Advisory Committee and/or School-Based Planning Teams.

7.6 Field Trips

All teachers who supervise approved field trips that extend beyond the regular contractual school day shall be compensated at the rate of \$33. per hour for the duration of the contract.

Teachers who supervise approved overnight field trips shall be compensated \$129. for the first year, \$133. for the second year, and \$137. for the third year of the contract. Nurses will be compensated at a rate equal to their per diem rate of pay.

7.7 Mentoring

The **BOARD OF EDUCATION** and the **MTEA** hereby agree to the payment schedule below for teachers who serve as mentors to first year teachers.

Mentor teachers shall be paid at the rate set forth in Article XIII, 13.3, for fifteen (15) hours of service to the beginning provisional teacher.

For the beginning provisional teacher being mentored, a payroll deduction will be established equal to the amount needed to reimburse the mentor, with an additional \$150.00 being deducted to cover the cost of related expenses (release time, training, workshops and related supplies). If payment is received from the state to cover the partial or total cost of the mentor, and/or related expenses, this amount will be reimbursed to the beginning provisional teacher. Any monies not used for related expenses will also be returned to the beginning provisional teacher.

ARTICLE VIII
PROTECTION OF TEACHERS

- 8.1 Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks that endanger their health, safety, or well-being.
- 8.2 A teacher may, within the scope of his/her employment, use and apply such amount of force as is reasonable and necessary; to quell a disturbance threatening physical injury to others; to obtain possession of weapons or other dangerous objects upon the person or with the control of the pupil; for the purpose of self defense; and for the protection of others.
- 8.3 Whenever any action is brought against a teacher before the **BOARD OF EDUCATION** or before the Commissioner of Education of the State of New Jersey which may affect his/her employment or salary status, the **BOARD OF EDUCATION** shall reimburse him/her for the cost of his/her defense if the action is dismissed or results in a final decision in favor of the teacher.
- 8.4 Pursuant to the Statutes of the State of New Jersey, whenever any civil action has been or shall be brought against any person holding any office, position or employment under the jurisdiction of any Board of Education, including any student teacher, for any act or omission arising out of and in the course of the performance of the duties of such office, position, employment or student teaching, the **BOARD OF EDUCATION** shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such persons from any financial loss resulting therefrom; and said **BOARD OF EDUCATION** may arrange for and maintain appropriate insurance to cover all damages, losses and expenses.
- 8.5 Pursuant to the Statutes of the State of New Jersey, should any criminal action be instituted against any teacher for any such act or omission and should such proceeding be dismissed or result in a final disposition favorable to such person, the **BOARD OF EDUCATION** shall reimburse him/her for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.
- 8.6 Teachers shall immediately report cases of assault suffered by them in connection with their employment to their principal or immediate supervisor.

Teachers shall immediately report to their immediate supervisor cases of assault upon pupils.

Such notification shall be immediately forwarded to the Superintendent by the building principal or immediate supervisor who shall comply with any reasonable request from the teacher for any information in the possession of the Superintendent relating to the incident or the persons involved and shall act in appropriate ways as liaison between the teacher, the police and the courts.

**ARTICLE IX
LEAVES OF ABSENCE**

9.1 Types of Leaves

For the purpose of this Article, the following types of leaves shall be recognized:

Sick Leave	Compassionate Leave
Personal Leave	Involuntary Leave
Maternity Leave	Professional Leave
Sabbatical Leave	

9.2 Sick Leave

A. All teachers employed shall be entitled to eleven (11) sick leave days, with pay, each school year as of the first official day of said school year, whether or not they report for duty on that day. Unused sick leave shall be accumulated from year to year with no maximum limit. Sick leave shall be defined by New Jersey Statutes with the following permissive change:

All teachers who are absent from their duties for three (3) or more consecutive teaching days will be required to submit to the Secretary of the **BOARD OF EDUCATION** a certificate from a physician stating the reason of such absence.

Convalescence must be a continuity of the illness.

Catastrophic leave will be available in accordance with the provisions of 18A:30-6 when sick leave is exhausted and shall be administered on an individual basis, i.e., 1/200th of annual salary minus the cost of the substitute. The Board of Education reserves the right to determine if catastrophic leave will be granted and if so, the length of time to be approved.

B. The **BOARD OF EDUCATION** shall reimburse retiring teachers for unused sick leave at the rate of \$45. per day up to a maximum \$5,400. (120 days) for the duration of the contract. In order to be eligible for reimbursement, the retiring teacher must possess a minimum of fifty (50) days accumulated sick leave at the end of the academic year in which the retirement is executed. Notice of said retirement must be given by December 1st in order to receive payment in the following year.

Any teacher employed after July 1, 1988 must attain ten (10) consecutive years of service in the District in order to be eligible for any retirement reimbursement.

Should the employee die before retirement, after having given formal retirement notification, the accrued entitlement will be paid to the beneficiary or to the employee's estate, as appropriate.

- C. Whenever a teacher is absent due to illness, injury, or other disability requiring an extended period of absence and an anticipated date for returning to work cannot be estimated, the individual must notify the Superintendent thirty (30) days in advance of the anticipated date of return or as soon as it has been projected by the attending physician. Once this has been established, the teacher must then notify the Superintendent five (5) work days in advance of the actual return date to confirm the return.

In such cases, reassignment will be subject to available positions in the area of certification, based upon the Superintendent's recommendation. Should an appropriate position not be available, the returning teacher shall serve as a substitute until the Superintendent can make an appropriate recommendation.

9.3 Compassionate Leave

Leaves of absence shall be granted by the Superintendent, with pay, to an individual for a death in the immediate family. The number of days per year shall not be defined, but the maximum number of days per any one crisis shall not exceed five (5).

The immediate family shall be considered as: father, mother, grandfather, grandmother, spouse, child, brother, sister, grandchild, stepparent, and stepchild.

A leave of three (3) days shall be granted with the same stipulations as above in the event of a death of a mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparent-in-law or any other person with assumed comparable roles.

One (1) day leave shall be granted with the same stipulations as above in the event of a death of any other relative or any other person domiciled in the teacher's household. There shall be no deduction of pay or sick leave.

9.4 Personal Leave

- A. A teacher shall receive a maximum of four (4) personal leave days with pay. No more than six (6) teachers in the entire district shall be eligible for personal leave on any given day. Requests shall be honored on a "first come, first served" basis.

All requests for personal day leave must be made in writing on prescribed forms, submitted forty-eight (48) hours in advance, and be processed by both the building principal and Superintendent. In the event that an emergency prevents such advance notification time, the proper forms must be completed retroactively.

- B. For those staff members who have sufficient unused personal days remaining at the end of each school year, all remaining unused personal days shall be converted to accumulated sick leave annually.
- C. Personal leave which is taken on a day before or a day after a holiday or scheduled extended school recess will be counted as two (2) personal days.
- D. Requests for personal day leave will be limited to three (3) consecutive days.

9.5 Involuntary Leave

Involuntary leave may be requested only after other appropriate accumulated leave has been exhausted. All requests for involuntary leave must be in writing on prescribed forms, submitted seventy-two (72) hours in advance to the building principal and be approved by the Superintendent. Involuntary leave shall be limited to use for a court subpoena or family/household emergency.

Any involuntary leave expected to be longer than five (5) days must be approved by the **BOARD OF EDUCATION**. No compensation shall be granted for leaves in excess of five (5) days. In such cases, the leave shall be without pay in all instances.

9.6 Maternity Leave

- A. The **BOARD OF EDUCATION** shall grant maternity leave in accordance with Board policy and the laws of the State of New Jersey.
- B. Upon return, the teacher will be placed on the same step and guide in effect when her leave commences and with all benefits previously accrued. If the teacher served five (5) full months prior to executing her leave option, she will be placed on the next higher step upon returning at the start of or during the following school year.
- C. The **BOARD OF EDUCATION** agrees to provide six (6) months of child rearing leave without pay for adoption of an infant. All rights and privileges granted in 9.6-A & 9.6-B shall also apply to child-rearing leave. In addition, both male and female employees shall be eligible. In the event that both parents are employed by the **MANTUA TOWNSHIP**

BOARD OF EDUCATION, only one (1) parent shall be eligible for child-rearing leave.

D. The Board of Education agrees to provide one (1) day of paternity leave.

9.7 Professional Leave

A. For the purpose of instructional and program improvement the **BOARD OF EDUCATION** shall provide each teacher with two (2) professional days annually. Such days must be requested in writing on prescribed forms, submitted five (5) days in advance and be approved by both the building principal and Superintendent.

B. The **BOARD OF EDUCATION** shall reimburse teachers for the cost of attending a total of two (2) professional workshops, seminars or other similarly approved functions, up to a maximum of \$250. This shall apply to a non-graduate course at an approved institution when included in the individual's Professional Improvement Plan (PIP). One professional day may be used for this purpose. Teachers will be entitled to the full amount listed above. How these monies are utilized will be at the teacher's discretion.

9.8 Sabbatical Leave

A. Purpose

A sabbatical leave shall be granted to a teacher by the **BOARD OF EDUCATION** for study, including study in another area of specialization, for travel, or for other reasons of value to the school system.

B. Conditions

Sabbatical leave shall be granted, subject to the following conditions:

- (1) If there are sufficient qualified applicants, sabbatical may be granted to a maximum of two (2) teachers in any academic year.
- (2) Requests for sabbatical leave must be received by the Superintendent in writing in such form as may be mutually agreed on by the **ASSOCIATION** and the Superintendent no later than January 1 and action must be taken on all such requests no later than April 1 of the school year preceding the academic year for which the sabbatical leave is requested.
- (3) The teacher in order to qualify for sabbatical leave must have completed at least seven (7) full school years of service in the Mantua Township School District.
- (4) The teacher on sabbatical leave shall be paid fifty percent (50%) of his/her contract salary for the year in which the sabbatical is requested.

- (5) Upon return from the sabbatical leave, the teacher shall be placed on the salary schedule at the level which s/he would have achieved had s/he remained actively employed in the system during the period of his/her absence. A recipient of a sabbatical shall agree to return to his/her duties within the school district for a period of not less than two (2) years. Should a sabbatical recipient fail to return to the service of the Mantua Township Schools for a period of two (2) years immediately following the sabbatical, the recipient shall repay the **BOARD OF EDUCATION** the full amount received while on sabbatical leave of absence.
- (6) A sabbatical leave shall be granted for no more or no less than one (1) academic year. All sabbatical leaves shall be effective from the opening day of school and last until the closing day of school during the same academic year.
- (7) A sabbatical leave shall be granted to a teacher not more than once during his/her entire employment in Mantua Township Schools.
- (8) A teacher on sabbatical leave shall be entitled to any and all fringe benefits which are extended to all teachers and for which the recipient is eligible, at personal expense.

ARTICLE X
REIMBURSEMENT FOR PROFESSIONAL COURSES

10.1 Preamble

Recognizing the desire and responsibility of the professional staff to increase professional skills, acquire greater knowledge, and achieve professional advancement through formal education, the **BOARD OF EDUCATION** and the **ASSOCIATION** agree to the following Article.

10.2 Tuition Costs

The Mantua Township **BOARD OF EDUCATION** agrees to pay tuition costs for professional personnel in accordance with the provisions outlined below:

A. Eligibility

All professional employees who hold a Baccalaureate Degree from an accredited college will be eligible.

B. Reimbursement

The **BOARD OF EDUCATION** will establish a pool of money for the purpose of reimbursing staff members for approved graduate course work. This amount will be \$35,000. for the first year of the contract, \$36,000. for the second year of the contract and \$37,000. for the third year of the contract. These amounts will be distributed as follows:

- 50% for courses which end between July 1st and December 31st
- 50% for courses which end between January 1st and June 30th (any monies left from the above amount will be added to this amount).

Eligibility for these allotments will be based on matriculation in a graduate program or approved professional certification that is directly related to the employee's responsibilities as per their job description. Those individuals who qualify will be reimbursed 100% of the costs for tuition, matriculation and registration (additional expenses for books, parking fees, late fees, etc. must be assumed by the individual) as long as the total requests do not exceed the available pool as stated above. In the event that the requests do exceed the available pool, matriculated individuals will be reimbursed on an equal basis. An "equal basis" is hereby defined as each staff member getting 100% of the cost of each credit until the funds are depleted. In the event that the amount being requested exceeds the available pool of monies, the following procedure will be used to determine the amount to be distributed to each staff member:

- (1) The total number of credits being requested for reimbursement will be divided into the available pool.
- (2) This per credit amount will then be multiplied by the credits being requested by each individual teacher to determine how much the staff member will receive.

Staff members who are not matriculated will be eligible for reimbursement if money is available after matriculated individuals have been reimbursed. These funds will be distributed on an equal basis as outlined above.

All staff wishing to be eligible for reimbursement must have coursework included in their Professional Improvement Plan for the current year.

The maximum amount to be reimbursed to the employee shall not exceed the cost of nine (9) graduate credits based on the cost of credits for New Jersey state colleges for the academic year in which the approved course work was taken. The maximum amount eligible for reimbursement will be approved by the Board annually at its July meeting. Should this amount be increased during the school year, the **BOARD OF EDUCATION** will adjust its reimbursement amount accordingly.

10.3 Procedure

- A. Course approval requests for courses which conclude between July 1 and December 31 must be submitted to the Superintendent through the building principal no later than June 1 of the year the course is being taken. Within thirty (30) days of the above date the Superintendent will return the course approval request indicating whether the course has been approved and the amount available for reimbursement.

Course approval requests for courses which conclude between January 1 and June 30 must be submitted to the Superintendent through the building principal no later than December 1 of the year the course is being taken. Within thirty (30) days of the above date the Superintendent will return the course approval request indicating whether the course has been approved and the amount available for reimbursement.

All courses must be approved by the Superintendent in order to be reimbursed. The **BOARD OF EDUCATION** shall reimburse only those courses that are related to the instructional process at the elementary

level. These courses shall include, but not be limited to, the fields of guidance and supervision.

- B. Upon completion of the Request for Course Reimbursement form, proof of payment and a transcript or grade card shall be submitted to the Superintendent as evidence of successful completion of the course(s). Reimbursement shall be made only to applicants who present evidence (course mark as shown on official transcripts) of having received a grade of "B" or better.
- C. The reimbursement periods shall take place thirty (30) days after the **BOARD OF EDUCATION** received notification of successful completion.

**ARTICLE XI
INSURANCE PROTECTION**

11.1 Health Care Insurance

The **BOARD OF EDUCATION** shall pay the full premium cost of Aetna US Healthcare Patriot V or Patriot X (or a plan of equal or greater benefits) for each teacher and eligible dependents.

Those individuals who are entering their third consecutive year of employment in the district as a permanent teaching staff member will receive dependent coverage at Board of Education expense.

Co-pays for services will be changed as follows:

<u>Patriot X</u>	Out of network deductible from \$100/\$200 to \$300/\$600
	Out of network coinsurance limit from \$400/\$1,200 to \$2,000/\$4,000
	Out of network coverage from 100% to 80%

Any teacher eligible for Health Care Insurance shall be offered the following in lieu of coverage payment:

Family	\$2,500.
Husband/Wife	\$2,250.
Parent/Child	\$2,000.
Single	\$1,750.

- Payment will be made in two installments, December and June.
- In the event of documented loss of coverage, the teacher will have the opportunity to re-enroll in the Health Insurance Plan and they will receive a prorated share of the above payment.
- New employees hired during a plan year who elect to waive medical coverage will receive compensation on a prorated basis beginning with the date of eligibility for health coverage.

11.2 Group Income Protection Plan

The Board of Education agrees to provide each eligible teacher a contribution towards accident/sickness disability coverage through the Prudential Insurance Company of America equal to one of the following two plans:

1. Plan #4568 Accident/Sickness (formerly Washington National) with a maximum monthly benefit amount of \$510.00. This plan is only available to those staff members who are enrolled in this plan as of July 1, 2006.

2. Pru-Protect 14-day elimination period with a maximum monthly benefit amount of \$1,000.00.

This contribution can be used towards the cost of any accident/sickness plan through Prudential selected by the teacher with the teacher paying any cost over the board contribution amount.

11.3 Prescription Drug Insurance

The **BOARD OF EDUCATION** shall pay the full premium cost for prescription drug insurance coverage for each teacher and eligible dependents, based on the following co-pays:

- \$10. Generic Preferred
- \$15. Brand Preferred
- \$25. Non-Preferred

11.4 Dental Insurance

The **BOARD OF EDUCATION** shall pay the full premium cost for dental insurance for the employee only. Family coverage will be available at employee's expense.

ARTICLE XII
DEDUCTION FROM SALARY

12.1 Deductions: Dues

The **BOARD OF EDUCATION** agrees to deduct from the salaries of its teachers (at the option of the teacher) dues for the Mantua Township Education Association, the Gloucester County Education Association, and New Jersey Education Association or the National Education Association, or any one or any combination of such associations as said teacher individually and voluntarily authorize the **BOARD OF EDUCATION** to deduct. Such deductions shall be made in compliance with Chapter 310 Public Laws of 1967 (NJSA 51:14-15.9e) and under rules established by the State Department of Education.

Said monies, together with records of any corrections, shall be transmitted to the Treasurer of the Mantua Township Education Association by the 10th of each month following the monthly pay period in which deductions were made. The **ASSOCIATION'S** Treasurer shall disburse such monies to the appropriate association(s). The amount of the check will be based on the September NJEA enrollment figure. Required adjustments will be made on the following month's check. The final June check will be disbursed only after reconciliation is made for the year.

AGENCY SHOP

1. Any employee who is represented by MTEA during the term of this Agreement and who does not become a member of the Association shall be required to pay a representation fee to the Association for the purpose of offsetting the employee's per capita cost of services rendered by the Association as a majority representative. Representation fees for non-members shall be deducted prospectively only, beginning September 1 of each contract year.
2. Unless otherwise specified in this article, the maximum representation fee for non-members, notification of procedures available to non-members for appeal and the establishment of return system, etc. shall comply with 34:13A-5.4, et. seq., in effect at the time of the execution of this contract.
3. On or about November 1 of each year the Association will submit to the Board the names of those employees who have not become members of the Association for that year. The Board will deduct the total amount of representation fee in equal installments, as nearly as possible, in each pay period for the remainder of the year.
4. On or about the last day of each month beginning in November of each year, the Board will notify the Association of employees newly employed during the

month. The Association will notify the Board within thirty (30) days if any newly employed employee does not become a member of the Association.

5. Any employee having a representation fee deducted and who terminates employment prior to January 1 of any contract year will have the representation fee deducted for January 1 of that contract year from his/her final pay, provided the employee has filed the appropriate notification with the Association and the Board.

Any employee having a representation fee deducted and who terminates employment after January 1 of any contract year, will have the total representation fee for that contract year deducted from his/her final pay.

6. Procedures for the transmission of representation fees to the Association will, as nearly as possible, be the same as those used to the transmission of regular membership dues to the Association.
7. The Association shall indemnify, defend and save harmless the Board of Education against any and all claims, demands, suits or other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may rise out of, or by reason of, suits challenging the legality of this provision.

12.2 Elective Monthly Basis

- A. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments. Teachers may elect to have salary direct deposited to their account by contacting the Board Office for necessary paperwork. The **BOARD OF EDUCATION** will provide, at the beginning of each school year, a check distribution guide outlining the actual paydays for the course of the school year.
- B.
 - (1) Teachers may individually elect to have any amount of their monthly salary deducted from their pay for deposit in individual accounts with the ABCO Credit Union. The interest accrued will be applied to their individual accounts by the Credit Union. Withdrawal of funds is subject to the rules of the Credit Union.
 - (2) Teachers must submit written forms, which will be prepared by the Board Office, in order to have payroll deductions made. The amount of deductions authorized by the teachers at the beginning of the school year may not be changed. Deductions will be discontinued only if the Board Office is notified by the 15th of the month prior to the date of discontinuance.
- C. When a payday falls on or during a school holiday, vacation, or weekend, teachers shall receive their paychecks on the last previous working day.

**ARTICLE XIII
SALARY GUIDE**

13.1 Salary Steps

Each teacher shall advance one step on the salary guide each year until the final step is reached.

2006-07

<u>Step</u>	<u>BA</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>PhD</u>
1	41,900	43,300	44,000	44,700	45,400
2	42,200	43,600	44,300	45,000	45,700
3	42,500	43,900	44,600	45,300	46,000
4	42,800	44,200	44,900	45,600	46,300
5	43,300	44,700	45,400	46,100	46,800
6	43,800	45,200	45,900	46,600	47,300
7	44,300	45,700	46,400	47,100	47,800
8	45,300	46,700	47,400	48,100	48,800
9	46,800	48,200	48,900	49,600	50,300
10	48,800	50,200	50,900	51,600	52,300
11	51,800	53,200	53,900	54,600	55,300
12	55,300	56,700	57,400	58,100	58,800
13	59,300	60,700	61,400	62,100	62,800
14	63,416	64,816	65,516	66,216	66,916

2007-08

<u>Step</u>	<u>BA</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>PhD</u>
1	43,760	45,160	45,860	46,560	47,260
2	44,060	45,460	46,160	46,860	47,560
3	44,360	45,760	46,460	47,160	47,860
4	44,660	46,060	46,760	47,460	48,160
5	45,160	46,560	47,260	47,960	48,660
6	45,660	47,060	47,760	48,460	49,160
7	46,160	47,560	48,260	48,960	49,660
8	47,160	48,560	49,260	49,960	50,660
9	48,660	50,060	50,760	51,460	52,160
10	50,660	52,060	52,760	53,460	54,160
11	53,660	55,060	55,760	56,460	57,160
12	57,160	58,560	59,260	59,960	60,660
13	61,160	62,560	63,260	63,960	64,660
14	65,360	66,760	67,460	68,160	68,860

2008-09

<u>Step</u>	<u>BA</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>PhD</u>
1	45,560	46,960	47,660	48,360	49,060
2	45,860	47,260	47,960	48,660	49,360
3	46,160	47,560	48,260	48,960	49,660
4	46,460	47,860	48,560	49,260	49,960
5	46,960	48,360	49,060	49,760	50,460
6	47,460	48,860	49,560	50,260	50,960
7	47,960	49,360	50,060	50,760	51,460
8	48,960	50,360	51,060	51,760	52,460
9	50,460	51,860	52,560	53,260	53,960
10	52,460	53,860	54,560	55,260	55,960
11	55,460	56,860	57,560	58,260	58,960
12	58,960	60,360	61,060	61,760	62,460
13	62,960	64,360	65,060	65,760	66,460
14	67,221	68,621	69,321	70,021	70,721

13.2 Recognitory Levels

- A. Teachers who have reached their twentieth (20th) year of service in Mantua Township shall receive for the twentieth (20th) and each continuing year of service in Mantua Township a recognitory increment of \$1,175. during the term of the contract.
- B. Teachers who have reached their fifteenth (15th) year of service in Mantua Township shall receive for the fifteenth (15th) through the nineteenth (19th) year of service in Mantua Township a recognitory increment of \$975. during the term of the contract.
- C. Teachers who have earned and been awarded a Master's Degree in Education or in an allied field shall receive \$1,400. in addition to their rightful places on the Bachelor's Degree salary guide. In addition, recognition shall be given for a Master's Degree plus fifteen (15) credits earned, a Master's Degree plus thirty (30) credits, and for a Doctorate degree at \$700. at each level.

Documentation of said change in degree status must be provided within three (3) months of the completion of course work for the change to be retroactive to the first day of the month following the change in degree status. Documentation received after this time will become effective on the date it is approved by the **BOARD OF EDUCATION**.

13.3 Special Activities Positions

	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>
5 th and 6 th Grade Band Director	\$ 1,182	\$ 1,241	\$ 1,303
New Players Band Director	\$ 644	\$ 676	\$ 710
5 th and 6 th Grade Chorus Director	\$ 1,182	\$ 1,241	\$ 1,303
4 th Grade Chorus Director	\$ 644	\$ 676	\$ 710
Drama Coach	\$ 683	\$ 717	\$ 752
Assistant Drama Coach	\$ 447	\$ 469	\$ 492
Talent Show Coordinator—5 th and 6 th grade (2)	\$ 420 each	\$ 441 each	\$ 463 each
Safety Patrol Advisor	\$ 788	\$ 827	\$ 868
Student Council Advisor	\$ 1,050	\$ 1,103	\$ 1,158
4 th Grade Helping Hands – CC/Sewell (2)	\$ 762 each	\$ 800 each	\$ 840 each
Art Coordinator (2)	\$ 840 each	\$ 882 each	\$ 926 each
Physical Education Coordinator	\$ 788	\$ 827	\$ 868
Career Education Coordinator	\$ 761	\$ 799	\$ 839
Curriculum Fair Coordinator (3)	\$ 525 each	\$ 551 each	\$ 579 each
District Newsletter Coordinator	\$ 788/newsletter	\$ 827/newsletter	\$ 868/newsletter
Head Teacher (3)	\$ 840 each	\$ 882 each	\$ 926 each
Summer Library *	\$ 1,234	\$ 1,295	\$ 1,360
Summer Instrumental **	\$ 1,234	\$ 1,295	\$ 1,360

Summer school instruction and/or curriculum work \$33.00/hour

* Summer Library

A minimum of fifty (50) students must pre-register in order to establish a Summer Library program. If 100 or more students attend the program each week, a bonus of \$200. will be added.

** Summer Instrumental

A minimum of twenty (20) students must pre-register in order to establish a Summer Instrumental program. If forty (40) or more students pre-register and attend 80% of the lessons, a bonus of \$200. will be added.

13.4 Withholding of Employment or Adjustment Increment

Employment or adjustment increment may be withheld in whole or in part for inefficiency or other just cause only in accordance with the following:

At least ninety (90) days prior to transmitting any such recommendation to withhold a teacher's increment to the **BOARD OF EDUCATION**, the Superintendent shall give written notice to the teacher against whom the recommendation shall be made, specifying the alleged causes for the recommendation, with such particulars as to furnish the teacher with an opportunity to correct and overcome the same. Within ten (10) days after such a recommendation is forwarded to the **BOARD OF EDUCATION**, the involved teacher may file a grievance in accordance with Article III, starting at the Board level.

13.5 Mileage Reimbursement

Employees who are required to use their own automobiles in the performance of their duties and responsibilities and employees who are assigned to more than one building per day shall be reimbursed for all such travel at the rate

established by the IRS. The rate applicable in September shall remain in effect for the duration of the school year.

13.6 Hourly Salary Adjustment

On early dismissal days when personnel are required to stay beyond the contractual time in order to fulfill State law, their pay shall be prorated, based on their annual salary.

**ARTICLE XIV
DURATION**

14.1 Term

The term of this Agreement shall be for three (3) years. This Agreement shall commence and be effective on July 1, 2006 and continue in full force and effect to June 30, 2009.

14.2 Witness of Signatures

IN WITNESS WHEREOF, the party of the first part has caused these presents to be signed by its President, attested by its Secretary and its corporate seal to be affixed hereto, pursuant to a Resolution of its Board Members, and the party of the second part has caused these presents to be signed by its President, attested by its Secretary and its corporate seal to be affixed hereto, pursuant to a Resolution of its members, the day and year first above written.

**THE BOARD OF EDUCATION OF THE TOWNSHIP OF
MANTUA IN THE COUNTY OF GLOUCESTER**

By: _____

Attest: _____

THE MANTUA TOWNSHIP EDUCATION ASSOCIATION

By: _____

Attest: _____

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