

**MT. EPHRAIM SCHOOL DISTRICT BOARD OF EDUCATION
MT. EPHRAIM, NEW JERSEY 08059**

EXCERPT OF MINUTES

The Board of Education of the Mount Ephraim School District in Mount Ephraim, Camden County, New Jersey, convened in Special Session on Monday, June 23, 2014, commencing at 7:30 pm in the Mary Bray School Media Center, Mt. Ephraim, New Jersey. President Joan Greenwood presided at the meeting and read the opening statement as follows:

In accordance with the Open Public Meetings Law, the Mt. Ephraim Board of Education has caused notice of this meeting to be announced in the Courier Post and the Gloucester City News. A notice of the meeting has been given to the borough clerk for posting in the borough hall, posted in both public schools and on the district's website.

On Roll Call, the following members were present: Mario Alibrando, Patricia Blaylock, Joan Greenwood, Carl Ingram, Robbin Malinowski, Deena Noonan, Nicholas Salamone, Jr., C. Diane Vilardo. Member Rocco Vespe was absent.

Motion by Patricia Blaylock, second by C. Diane Vilardo, to approve the negotiated agreement between the Mt. Ephraim Board of Education and the Mt. Ephraim Education Association for the period, July 1, 2011 – June 30, 2016. On roll call vote, members Alibrando, Blaylock, Greenwood, Ingram, Malinowski, Noonan, Vilardo voted Yes. Member Salamone voted No. Motion carried 7-1.

I hereby certify that the above is a true excerpt of the Minutes of Special Meeting of Monday June 23, 2014.



Interim Business Administrator

4-14-15
Date

*Lead to
Pensacola
PEREC
NTEA*

AGREEMENT

BETWEEN

THE MOUNT EPHRAIM BOARD OF EDUCATION

AND

THE MOUNT EPHRAIM EDUCATION ASSOCIATION

July 1, 2011 - June 30, 2016

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PREAMBLE

This Agreement is entered into this 20th day of May 2014, by and between the Board of Education of the Borough of Mount Ephraim, New Jersey, hereinafter called the "Board," and the Mount Ephraim Education Association, hereinafter called the "Association."

ARTICLE 1 RECOGNITION

A. Pursuant to N.J.S.A. 34:13A.-1 et seq., known as the "New Jersey Employer-Employee Relations Act," the Board recognizes the Association as the exclusive representative for the purpose of collective negotiations concerning the terms and conditions of employment for all regularly employed certificated personnel under contract for the Board:

but excluding:

1. All administrators, including but not limited to Superintendent/Principal, Supervisor of Curriculum and Instruction/Principal, Supervisor of Special Services, Business Administrator/Board Secretary
2. Administrative Secretaries
3. Per Diem Substitutes
4. Long-term Substitutes
5. Paraprofessionals/Teacher Assistants and Aides
6. All other employees of the Board not enumerated in Paragraphs A1, thru 5 above.

All references to the male gender shall apply equally to the female gender.

B. Definitions

1. Unless otherwise indicated, the term "teacher" when used hereinafter in this Agreement, shall refer to all certificated employees represented by the Association in the negotiating unit defined above.
2. Unless otherwise indicated, the term "Chief School Administrator" when used hereinafter in this Agreement shall refer to the Superintendent of the District or designee.

C. Part-time Employment

1. Salary will be prorated for part-time teachers.
2. All other benefits, except hospitalization/major medical insurance, also shall be prorated by dividing the teacher's actual number of hours worked/week by the number of hours in a full-time teacher's work week. Sick days, personal days, and bereavement days shall be rounded to the nearest half day.

**ARTICLE 2
NEGOTIATION PROCEDURE**

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with N.J.S.A. 34:13-1A et seq., in good faith effort to reach agreement on matters concerning the terms and conditions of teacher employment. Any Agreement so negotiated shall apply to all members of the unit as defined, be reduced to writing, signed by the Board and the Association, be ratified by the Association, and be adopted by the Board.
- B. During the negotiations, the Board and the Association shall present relevant data, exchange points of view, and may make proposals and counterproposals.
- C. Neither party in any negotiation shall have any control over the selection of the negotiating representatives of the other party.
- D. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- E. 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.

**ARTICLE 3
GRIEVANCE PROCEDURE**

A. Definition

1. A "grievance" shall mean a claim by a teacher that there has been a misinterpretation, misapplication or a violation of Board Policy, this Agreement, or an administrative decision adversely affecting the terms and conditions of employment. A grievance, to be considered under this procedure, must be initiated by the teacher within fifteen (15) school days of the time the teacher knew or should have known of its occurrence.

2. These proceedings will be kept informal and confidential as may be appropriate at any level of this procedure.
3. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved teacher to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
4. Teachers shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
5. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may be extended by mutual agreement.

B. Rights of Teachers to Representation

1. Any aggrieved teacher may be represented at all formal stages of grievance procedure by him/herself, or at his/her option, by representatives selected by the Association.
2. When a teacher is not represented by the Association in the processing of a grievance, the Association shall at the time of submission of the grievance at Level Two be notified that the grievance is in process, have the right to be present and present its position in writing at all meetings with the teacher held concerning the grievance, and shall receive a copy of all decisions rendered.

C. Procedure

1. Level One – Any teacher who has a grievance shall discuss it first with the Chief School Administrator in an attempt to resolve the matter informally at this level.
2. Level Two – If, as a result of the discussion, the matter is not resolved to the satisfaction of the aggrieved teacher, within fifteen (15) school days, he/she may set forth his/her grievance in writing to the Chief School Administrator on the grievance forms provided. Either the Chief School Administrator or aggrieved teacher may request a conference. The Chief School Administrator shall communicate his/her decision to the aggrieved teacher in writing within thirty (30) calendar days of receipt of the written grievance.
3. Level Three – If the grievance is not resolved to the grievant's satisfaction, the grievant may request a review by the Board of Education. Such a request shall be made no later than ten (10) calendar days after the receipt of the Chief School Administrator's decision. The request shall be made in writing through the Chief School Administrator, with a copy to the Secretary of the Board of Education. The Board, or a committee thereof, shall review the grievance and shall hold a hearing with the grievant at the next regularly scheduled Board meeting or within thirty (30) calendar days of receipt of the grievance by the Board Secretary.

No claim by a teacher shall constitute a grievable matter beyond Level Three if it pertains to:

- a. Any matter for which a detailed method of review is prescribed by law;
 - b. Any rule or regulation of the State Commissioner of Education;
 - c. Any policy of the Board of Education except for misinterpretation, misapplication or violation of a policy directly affecting a teacher's terms and conditions of employment;
 - d. Any matter which according to law is beyond the scope of Board authority or limited to Board action alone;
 - e. Any complaint of a non-tenured teacher which arises by reason of his not being employed;
 - 1) the Board exercising its right to terminate the non-tenured teacher's employment under the notice provisions of the individual employment contract; or
 - 2) not being re-employed; or
 - f. A complaint by any certificated personnel occasioned by appointment to, or lack of appointment to, retention in, any position for which tenure is not possible or not required.
4. Level Four – If the aggrieved teacher is dissatisfied with the Board's decision at Level Three, and if the grievance pertains to a violation of this Agreement between the Board and the Association the aggrieved teacher may request the appointment of an arbitrator. Such requests shall be forwarded to the Chief School Administrator no later than fourteen (14) calendar days after the decision in writing by the Board of Education or committee thereof.
5. An aggrieved teacher, in order to process his/her grievance beyond Level Two, must have his/her request for such action accompanied by the written recommendation for such action by the Association.

D. Procedure for Securing the Services of an Arbitrator

1. The following procedure will be used to secure the services of an arbitrator:
2. A request will be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
3. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association to submit a second roster of names.
4. If the parties are unable to determine within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.
5. The arbitrator shall limit him/herself to the issues submitted to him/her and shall consider nothing else. He/she can add nothing to, nor subtract anything from, the Agreement between the two

parties or any Policy of the Board. The findings of the arbitrator shall be binding to the parties. Only the Board and the Aggrieved and his/her representatives shall be given copies of the arbitrator's report of findings and recommendations. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearings.

6. Contents of Forms - Grievance forms shall be available in the office of each school and shall contain:
 - a. the nature of the grievance with specific reference to the contract clause, policy or administrative decision which has been violated;
 - b. the approximate date of the occurrence;
 - c. the results of previous discussions;
 - d. his/her dissatisfaction with decisions previously rendered;
 - e. relief sought

ARTICLE 4 BOARD RIGHTS

- A. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations:
 1. to direct teachers of the school district;
 2. to hire, promote, transfer, assign and retain teachers in positions in the school district, and to suspend, discharge, or take other disciplinary action against teachers;
 3. to relieve teachers from duty because of lack of work or for other legitimate reasons;
 4. to maintain efficiency of the school district operations entrusted to them;
 5. to determine the methods, means and personnel by which such operations are to be conducted;
 6. to establish reasonable work rules and;
 7. to carry out the mission of the school district in situations of emergency.

ARTICLE 5 TEACHER RIGHTS

- A.** Teachers shall have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to form, join and assist any teacher organization or to refrain from any such activity.
- B.** No teacher shall be disciplined, including the withholding of an increment or raise, without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall not be made public until formal action is about to be taken by the Board. "Discipline" shall not include the decision to terminate a non-tenured teacher pursuant to the notice provisions of his/her individual employment contract or to nonrenew.
- C.** Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he/she may have under New Jersey laws or other applicable laws and regulations of the State of New Jersey.
- D.** The parties mutually agree that insofar as possible, and in accordance with law, criticism of either party to the contract by the other will occur privately.

ARTICLE 6 ASSOCIATION RIGHTS and PRIVILEGES

- A.** The Board agrees to make available to the Association a current register of certificated personnel, minutes of all public Board meetings, the names and addresses of all teachers, and shall make available to the Association such other public information that shall enable the Association to be an effective representative in negotiations.
- B.** The Association and its representatives may use school buildings at all reasonable hours for meetings provided that the permission of the Chief School Administrator is obtained prior to such use. Such permission shall not be withheld unreasonably.
- C.** The Association shall have access to use school facilities and equipment, including but not limited to computers, copying machines, and all types of technology and audio-visual equipment at reasonable times, when such equipment is not otherwise in use. Permission of the Principal or his/her designee shall be required. Such permission shall not be withheld unreasonably. No such equipment shall be removed from school property. The Association will pay for any damage incurred and for the supplies used.

ARTICLE 7 WORK YEAR

- A.** The in-school work year for teachers employed on a ten-month basis (other than new personnel, who may be required to attend additional orientation days) shall not exceed one hundred eighty-six (186) days including three emergency closing days, one before students arrive in September and two in-service days.
- B.** The in-school work year shall include days when pupils are in session, orientation days, and any other days when teacher attendance is required.

ARTICLE 8 TEMPORARY LEAVE OF ABSENCE

- A.** Teachers shall be entitled, in any contract year, to three (3) non-accumulative days with full pay. Two days may be used consecutively:
 - 1.** Two (2) personal leave of absence days for which no reason other than "personal" need be given. One day may be granted the day immediately preceding or following a vacation; and
 - 2.** One (1) personal business day. Teachers shall use a personal business day only for business that cannot be conducted outside the normal teaching day.

Examples of valid reasons for using a personal business day:

- a.** Court appearance
- b.** House or property settlement
- c.** Family medical emergency
- d.** Educational convention or conference approved by the Chief School Administrator
- e.** Examination for state license
- f.** Own marriage or that of a son or daughter
- g.** Death of a friend
- h.** Religious holiday
- i.** Family illness

Examples of invalid reasons for using a personal business day (this list is not all inclusive):

- a. Travel
 - b. Vacation
 - c. Accompanying friends or relatives on business trips
 - d. Conventions for civic, social or club organizations
3. At least twenty-four (24) hours notice shall be given in requesting a temporary leave of absence day to the Principal. Lacking such notice, the absence will be considered unauthorized, and the teacher's pay will be deducted at a daily rate of 1/200 of the annual salary. Deductions of salary and twenty-four (24) hours notice will be waived in case of emergency.
 4. The Chief School Administrator, in the best educational interest of the school district, is empowered to deny or defer any request for the above days.
 5. At the end of each contract year, each teacher's unused temporary leave of absence days shall be added to his/her number of accumulated sick days.
 6. The Board will provide each teacher with a full accounting of their accumulated leave time no later than September 15th of each year.

B. Family Bereavement Leave

1. Up to five (5) calendar days, including non-school days, may be granted for death in the immediate family (husband, wife, children, father, and mother), and up to three (3) such calendar days for grandparents, brother, sisters, and immediate in-laws.
2. The Board may grant a maximum of two (2) additional work days if extensive travel is required. This determination shall be made upon the recommendation of the Chief School Administrator and approval of the Board of Education. Said Board approval shall not be unreasonably denied.

C. The Board may grant an unpaid leave of absence for good cause to a teacher for one (1) year in accordance with the following conditions:

1. The leave does not interrupt the existing educational program of the district;
2. The applicant requesting said leave has been employed as a teacher in the Mt. Ephraim School District for at least ten continuous years;
3. Only one (1) teacher per school year shall be eligible for a leave of absence;
4. No teacher shall be granted more than one (1) leave during his/her employment with the district;

5. Request for such leave shall be presented in writing to the Board on or before April 1 prior to the commencement of the requested leave and shall specify the specific reason(s) for the leave of absence;
6. A leave of absence, if granted, shall be one (1) academic year in duration commencing July 1 and terminating the following June 30. No teacher granted a leave under the terms of this Section shall be permitted to return during the academic year;
7. A teacher granted a leave of absence shall receive no benefits other than those specifically required by statute; said teacher has the option to remain in all benefit plans provided in this agreement at his/her expense;
8. A teacher granted a leave of absence shall not receive credit on the salary schedule for the period of said leave. In order to receive a salary increment for any year of service in which active employment is interrupted by a leave of absence, a teacher must have been in full pay status for at least ninety (90) paid days during such year. Such days need not be consecutive.
9. Any teacher granted a leave of absence shall notify in writing the Board of his/her intention to return to duty for the following school year on or before April 1 of the year during which said leave has been granted;
10. The Board reserves sole discretion over the granting of any leave of absence and may rescind such leave at any time when in its judgment the hereinabove conditions have not been met.

ARTICLE 9 CHILDBEARING and CHILD CARE LEAVES

A. Disability Leave Due to Pregnancy

1. Disability leave due to pregnancy shall be treated as "sick leave" and subject to all contractual and statutory requirements/entitlements of such leave.
2. Disability due to pregnancy shall commence twenty (20) working days before childbirth and continue twenty (20) working days thereafter, not to exceed a maximum of forty (40) working days unless otherwise determined by a licensed practicing physician. During the period of actual disability, a teacher may utilize her accumulated sick leave, if any, in accordance with applicable law. In the event a teacher exhausts her sick leave entitlement, she may request unpaid leave during the period of her disability. In either case, the teacher shall be required to submit a medical certificate from her physician specifying her anticipated date of delivery.
3. Any teacher seeking to use sick leave for reasons associated with pregnancy or requesting an unpaid disability leave in the absence of accumulated sick leave shall notify the Chief School Administrator in writing at least sixty (60) calendar days in advance of the anticipated commencement of her leave.

B. Child Care Leave

1. Upon written request and in accordance with the applicable statutes and regulations, the Board shall grant a child care leave of absence without pay to any contracted teacher who is regularly employed by the Mount Ephraim School District. Said leave shall commence immediately following the conclusion of the period of disability as defined above in Section A.2 and continue through June 30.
2. Requests for child care leave which expire prior to the end of the current school year shall only be granted under the following condition:
 - a. the date of return coincides with the commencement of a new marking period.
3. Tenured teachers may be granted, upon written request, an extension of one (1) additional full school year (September 1 through June 30) leave of absence without pay for child care purposes immediately following the school year in which the initial disability or child care leave commenced. Such extension, if granted, shall be of a full school year in duration and not subject to the exception set forth above in Section B.2.
4. Teachers who are on leave as a result of childbirth and/or child care shall notify the Chief School Administrator of their intent to return to work for the commencement of the school year in September no later than April 1 of the school year in which said leave commences; those teachers whose leave commences thereafter shall notify the Chief School Administrator of their intent to return to work no later than June 30 of the school year in which said leave commences.
5. Notwithstanding the above procedures, in no event shall any such leave for a non-tenured teacher extend beyond the end of the current school year (June 30) in which the leave commences.
6. When a teacher and his/her spouse are employed by the Mount Ephraim Board of Education, they shall not be eligible for either concurrent or consecutive child care leaves.
7. During the period of child care leave, a teacher shall not be entitled to receive salary or any benefits including, but not limited to, insurance protection, leave entitlement, seniority credit and salary guide credit except as otherwise provided by law.

Medical insurance offered by the Board of Education shall be continued at Board expense as required by the New Jersey Family Leave Act and Federal Family leave Act; thereafter, at the option and expense of the teacher, insurance may be continued via either (1) direct reimbursement to the Board or (2) COBRA procedures, when applicable.

In the event of option (1), a teacher who is currently enrolled in a group dental and/or prescription insurance plan offered by the Mount Ephraim Board may continue insurance coverage by submitting to the Board Secretary the requisite monthly premium(s) a minimum of thirty (30) calendar days in advance of the Board's billing date.

8. Upon the termination of such leaves, neither the Board nor the Chief School Administrator can guarantee said teacher's reassignment to the same building and/or grade level upon his/her return to work.

C. Adoption

1. Teachers adopting a child shall be entitled to similar child care leave as specified above in Section B of this Article in accordance with the following conditions:
 - a. the child is five (5) years of age or younger; or
 - b. the adoption agency requires by written policy that the adopting parent remain at home for a specific period of time after said adoption occurs.

Such child care leave shall commence upon receiving de facto custody of said child. The Board reserves the right to regulate the terms of the leave, within reasonable limits, in the best interest of the school district.

ARTICLE 10 TEACHER EMPLOYMENT

- A. Placement on the Salary Schedule – Prior teaching experience and related educational experience shall be negotiated individually with the new teacher. Each new teacher, after negotiating initial placement on the salary schedule, shall be placed on the agreed upon step of the salary schedule as of the beginning of each school year.
- B. No one shall receive credit for more years than actually taught. Once established, the credit agreed upon shall serve as the base from which future progress on the salary schedule will occur.
- C. Any teacher employed on or before February 1 of any school year shall be granted a full year's increment for the following year. Individuals employed after February 1 shall not be granted increment credit.
- D. Teachers who anticipate moving to a higher degree level on the salary schedule must notify the Chief School Administrator in writing prior to December 1 of the contract year preceding the year in which the change becomes effective.
- E. Contracts will be issued to all teachers. A sixty (60) day clause shall be written into all contracts for the termination of a teacher's services. Teachers under tenure will also be required to notify the Board of Education at least sixty (60) days in advance of their desire to leave the school district.

**ARTICLE 11
INSURANCE PROTECTION**

A. The Board shall pay the full medical insurance premium for each eligible teacher. The Board agrees to pay one hundred percent (100%) of the medical insurance premium for the dependents of all eligible teachers enrolled in the Aetna/US HealthCare Plan.

1. Teachers hired for this contract period shall receive:

- a. same level of coverage as prior teaching position; or
- b. single coverage until tenure if they have no prior teaching experience; or
- c. single coverage until tenure if no health benefit coverage existed in previous teaching position

B. The Board will provide for the continuation of health-care insurance after retirement on the terms detailed in the master policies and contracts agreed upon by the Board and the Association, provided that the retiree shall pay his/her own premium.

C. The Board shall provide, at no expense to the teacher, full dental and prescription coverage in accordance with the coverages outlined in Appendices A and B. The individual maximum payment for dental and prescription insurance for full-time teachers shall be as follows:

2011 - 2016	\$5,200
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Any unused monies shall be rolled over for use in subsequent year(s).

D. Buy Out Option – where the teacher has coverage from a spouse, he/she may elect not to receive health coverage (medical, dental and prescription as a package) in consideration for a payment of thirty percent (30%) of the value of the premiums then covering the teacher. Buy outs are done on an annual basis.

E. Chapter 78: Unit members will make contributions toward the cost of health coverage required by Chapter 78 through full implementation of phase-in of the contributions and shall contribute at Tier 4 levels once full phase-in has been reached. The parties agree that this obligation shall remain in full force and effect unless subsequent negotiations alter same.

ARTICLE 12
TRANSFERS, ASSIGNMENTS and REASSIGNMENTS

- A. No later than May 1 of each school year, the Chief School Administrator shall make available to the Association and post in all school buildings, a list of known unfilled positions, which he/she expects to fill prior to the opening of school in September. Revisions of the aforementioned list will be made as of June 1.
- B. Teachers who desire a change in grade and/or subject assignments or who desire to transfer to another building, may file a written statement of such desire with the Chief School Administrator not later than April 1. Such statements shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which the teacher desires to be transferred, in order of preference. The final decision pertaining to assignments rests with the Chief School Administrator and Board, and shall not be subject to the grievance procedure. After a decision is reached, the Principal shall notify the teacher involved.
- C. As soon as practical, and no later than thirty (30) calendar days prior to the scheduled end of school, the Chief School Administrator shall post in each school and make available to the Association President, a system wide roster showing the names and tentative assignments of all teachers. In the event of change of assignment, the teacher involved will be notified at the earliest possible time. Upon request of the teacher, a consultation with the Chief School Administrator or his/her designee will be held.

ARTICLE 13
SICK LEAVE

- A. All full-time 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 on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- B. Previously accumulated unused sick leave days, accumulated in the Mount Ephraim School, shall be reinstated upon a teacher's return to the school system only if the teacher's departure from the school district was the direct result of a reduction in force, and only if the return to the district occurs within three (3) years.
- C. Payment for Accumulated Sick Leave
 - 1. Any teacher who actively retires according to the provisions of the TPAF and is entitled to receive immediate, rather than "deferred" benefits, and who has a minimum of fifteen (15) continuous years of service in the Mount Ephraim School District shall be eligible for payment of unused sick leave. Any approved leave of absence shall not be considered a disruption of service.
 - 2. Payment shall be made on or about July 1 following the school year in which the teacher retires; provided, however, the teacher has notified the Board of his/her intention to retire by December 1 of the school year in which he/she retires. Failure to comply with the above cited procedures shall result in delay of said payment for one additional school year until July 1 of the subsequent school year, following the school year in which payment normally would have been made. The retiring

teacher may choose to defer payment of unused sick leave at retirement until July 1 of the subsequent school year.

3. The Board shall compensate the teacher's accumulated sick leave according to the following schedule:

2011 – 2016 \$91.54 per day up to a maximum of \$16,019.50

A teacher must have accumulated a minimum of fifty (50) sick days to qualify. Teachers with less than fifty (50) days shall receive \$40.00 per day up to maximum of \$1,960.00.

**ARTICLE 14
PROFESSIONAL DEVELOPMENT
and
EDUCATIONAL IMPROVEMENT**

A. Professional Development

1. The Board agrees to pay the full cost of tuition and other reasonable expenses incurred in connection with any courses (non-tuition reimbursed), workshops, seminars, conferences, in-service training sessions, clinics, etc., which teachers are requested by the Administration to attend.
2. Reasonable expenses shall include all fees associated with the course, workshop, seminar, conference, in-service, clinic, etc., that is delineated on the official invoice received by the teacher.

B. Mileage shall be paid at Board Policy rate for travel authorized in advance by the Chief School Administrator. Travel for tuition reimbursed college courses will not be reimbursed.

C. Tuition Reimbursement

1. A tuition refund shall be granted up to the individual maximums set forth below:

2011 - 2016 \$3,477.62

2. Payment shall be paid in each school year to teachers upon successful completion i.e., a grade of "B" or "A" or a passing grade in a pass/fail course, of courses for educational improvement. Such payment shall be made in accordance with the following conditions:
 - a. The Chief School Administrator must approve the course, or courses, prior to registration;
 - b. The course is offered by an accredited educational institution; however, additional compensation shall be granted only for graduate level course credit;
 - c. The course directly relates to the teacher's classroom duties and responsibilities;
 - d. Courses required as part of a graduate program which has been approved by the Board shall be exempt from the requirements set forth in Subsection 2c herein above.
 - e. Reimbursement shall be made provided that proof of registration and official verification of grade is presented to the Chief School Administrator within thirty (30) days after receipt by the teacher from the educational institutions. Said payment will be made within thirty (30) days following the submission of the required paperwork.
 - f. The total reimbursement for all teachers shall not exceed the amounts set forth below for each academic year:

2011 – 2016 \$25,345.43

ARTICLE 15 SALARIES

- A. The salaries of all teachers covered by this Agreement are set forth in Appendix "A" which is attached hereto and made part hereof.
- B. Regular pay days will be the fifteenth and thirtieth of each month.
- C. A teacher may individually elect to have an interest bearing account opened in his/her name with the South Jersey Federal Credit Union. The Board agrees to make automatic payroll deductions from each pay to be deposited into such account. A teacher must designate a fixed dollar amount of his/her own choosing.
- D. When payday falls on or during a school holiday, vacation, or weekend, teachers shall receive their paychecks on the last previous working day.
- E. Teachers shall notify the Board Secretary of their acceptance of the Board's employment offer and their intent to continue in the employ of the district by signing and returning their individual employment contracts on or before May 15. If no response is received by May 16 of that year, the Board shall send a certified

letter to the teacher requesting a written response by June 1. Failure of a teacher to comply with the herein procedure shall constitute notification of resignation effective July 1.

- F. Teachers required to travel between buildings shall receive a stipend of \$100.00 per year paid in June.
- G. The Board agrees to make available electronic direct deposit of teachers' paychecks provided the employees individually authorize the Board to do so.

ARTICLE 16 TEACHER WORK DAY

A. Planning

1. A minimum of two hundred twenty five (225) minutes per week guaranteed; most will be in blocks of at least thirty (30) minutes; minimum block is fifteen (15) minutes. Travel time is not included in prep time.

Teachers shall remain in the school building during preparation periods except in emergency situations for which the Chief School Administrator or his designee may grant permission for the teacher to leave the building.

2. The kindergarten teacher shall be guaranteed two hundred twenty five (225) minutes per week plus fifteen (15) minutes per day of prep when two (2) sessions are scheduled; or two hundred twenty five (225) minutes (same as other teachers) should the district convert to an all-day program.
3. A maximum of three (3) Child Study Team meetings may be held during preparation periods.

B. Lunch Duty

1. Teachers at the R.W. Kershaw School and Mary Bray School, with the exception of the school nurse, shall be assigned lunch duty, during the first fifteen (15) minutes of a scheduled lunch period, on a rotating basis at each school respectively. Said duty shall not be assigned more than once a week for a maximum of thirty (30) assignments per year. Teachers may be assigned lunch duty during the first fifteen (15) minutes or the last fifteen (15) minutes of a scheduled lunch period in accordance with the above requirements.
2. Should a teacher be absent on a day he/she has lunch duty, the substitute teacher will assume the responsibility. Should a change in the lunch duty schedule be necessary teachers will receive a minimum of one month's notice.
3. Except on those days when a teacher is assigned to lunch duty, teachers will receive forty-five (45) continuous minutes per day for a duty free lunch. On a day when he/she has lunch duty, he/she shall receive thirty (30) continuous minutes for a duty free lunch.

- C. Teachers assigned to write a new curriculum for a program or eight (8) or more Annual Review Individual Education Plans will be provided with two (2) work days of release from regular teaching and a substitute will be provided for teacher coverage (if needed). One (1) release day will be given to teachers writing one (1) to seven (7) Annual Review Individual Education Plans.
- D. Should the position of lead teacher be deemed necessary, his/her responsibilities would include the following:
1. Disciplining students
 2. Fire Drills
 3. Scheduling indoor recess and arranging appropriate coverage

The lead teacher is not responsible for suspending students. There will be no loss of lunch time. In the event the lead teacher misses the regularly scheduled lunch because of the responsibilities list above, the lunch can be taken at an earlier/later time that day.

The workday will remain the same. No extended hours will be required.

The lead teacher will receive a stipend of:

2011 - 2016	\$1,450.00
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E. Release Time

1. When school is scheduled on the Wednesday immediately preceding Thanksgiving Recess, it shall be an early dismissal day for teachers.
2. The teacher work year will be reduced by one half (0.5) day for each "emergency closing day" that remains unused in the student calendar.
3. The last student day before Spring Recess shall be an early dismissal day for teachers.

F. Evening Activities

1. Teachers shall be required to attend four (4) evening activities per school year one of which is a conference night in addition to "back-to-school night." Such activities shall include, but not be limited to, the following: chaperoning dances, chaperoning concerts, and/or attending evening conferences. Except for "back-to-school night," evening activities shall not exceed two and one-half (2.5) hours per activity.
2. The Administration shall first seek teacher volunteers as chaperones for any evening activities requiring supervision of students. For purposes of this provision, "music teachers" shall be excused from attending two (2) of the above mentioned evening activities; however, the present practice of "music teachers" participating at student concerts shall continue.

ARTICLE 17
MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement, or any application of this Agreement to any teacher or group of teachers is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted in full force and effect.

- B. Copies of the Agreement shall be reproduced at the mutual expense of the Board and the Association within thirty (30) days after the Agreement is signed and presented to all teachers employed, including five (5) additional copies to the Association.

- C. Whenever any notice is required to be given by either of the parties of this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or registered letter at the following addresses. If by the Association, to the Board at Administrative Offices, Raymond W. Kershaw School, Mount Ephraim, New Jersey 08059. If by the Board, to the Association at the school address of the Association President or home address of the Association President during the months of July and August, which shall be filed with the Secretary of the Board.

**ARTICLE 18
DURATION OF AGREEMENT**

- A. This Agreement shall be effective as of July 1, 2011 except as herein provided, and shall continue in effect through June 30, 2016, subject to the Association's right to begin negotiating over a successor Agreement on or before October 1, 2015. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the day indicated unless an extension is agreed to by both parties and expressed in writing prior to such date.
- B. In witness thereof, 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 herein, all on the day and year first written above.

**MOUNT EPHRAIM
EDUCATION ASSOCIATION**

Christine Burkhardt-Kupka

Maurice McAleen

**MOUNT EPHRAIM
BOARD OF EDUCATION**

Jan E. Brunson

Valerie J. [Signature]

APPENDIX A

TEACHERS' SALARY GUIDES

Advancement/Placement Chart

(Read directly across the line to track Advancement/Placement)

2010-2011 Step		2011-2012 Step		2012-2013 Step		2013-2014 Step		2014-2015 Step		2015-2016 Step
										1
								1	→	2
				1	→	1	→	2	→	3
1	→	1	→	2	→	2	→	3	→	4
2	→	2	→	3	→	3	→	4	→	5
3	→	3	→	4	→	4	→	5	→	6
4	→	4	→	5	→	5	→	6	→	7
5	→	5	→	6	→	6	→	7	→	8
6	→	6	→	7	→	7	→	8	→	9
7	→	7	→	8	→	8	→	9	→	10
8	→	8	→	9	→	9	→	10	→	11
9	→	9	→	10	→	10	→	11	→	12
10	→	10	→	11	→	11	→	12	→	12A
11	→	11	→	12	→	12	→	12A	→	13
								13	→	13A
12	→	12	→	13	→	13	→	13A	→	14
13	→	13	→	14	→	14	→	14	→	14
14	→	14	→	14	→	14	→	14	→	14

SALARY GUIDES with Steps

YEAR 1
2011-2012

<u>Step</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+45</u>	<u>DOC</u>
1	48,111	49,211	50,311	51,411	52,711	54,011	55,311	56,611
2	48,311	49,411	50,511	51,611	52,911	54,211	55,511	56,811
3	48,511	49,611	50,711	51,811	53,111	54,411	55,711	57,011
4	48,711	49,811	50,911	52,011	53,311	54,611	55,911	57,211
5	48,911	50,011	51,111	52,211	53,511	54,811	56,111	57,411
6	49,510	50,610	51,710	52,810	54,110	55,410	56,710	58,010
7	50,968	52,068	53,168	54,268	55,568	56,868	58,168	59,468
8	52,551	53,651	54,751	55,851	57,151	58,451	59,751	61,051
9	55,145	56,245	57,345	58,445	59,745	61,045	62,345	63,645
10	58,358	59,458	60,558	61,658	62,958	64,258	65,558	66,858
11	61,499	62,599	63,699	64,799	66,099	67,399	68,699	69,999
12	64,752	65,852	66,952	68,052	69,352	70,652	71,952	73,252
13	69,933	71,033	72,133	73,233	74,533	75,833	77,133	78,433
14	75,114	76,214	77,314	78,414	79,714	81,014	82,314	83,614

SALARY GUIDES with Steps

YEAR 2
2012-2013

<u>Step</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+45</u>	<u>DOC</u>
1	49,744	50,844	51,944	53,044	54,344	55,644	56,944	58,244
2	49,944	51,044	52,144	53,244	54,544	55,844	57,144	58,444
3	50,144	51,244	52,344	53,444	54,744	56,044	57,344	58,644
4	50,344	51,444	52,544	53,644	54,944	56,244	57,544	58,844
5	50,544	51,644	52,744	53,844	55,144	56,444	57,744	59,044
6	51,144	52,244	53,344	54,444	55,744	57,044	58,344	59,644
7	52,644	53,744	54,844	55,944	57,244	58,544	59,844	61,144
8	54,144	55,244	56,344	57,444	58,744	60,044	61,344	62,644
9	56,644	57,744	58,844	59,944	61,244	62,544	63,844	65,144
10	59,844	60,944	62,044	63,144	64,444	65,744	67,044	68,344
11	62,944	64,044	65,144	66,244	67,544	68,844	70,144	71,444
12	66,044	67,144	68,244	69,344	70,644	71,944	73,244	74,544
13	71,044	72,144	73,244	74,344	75,644	76,944	78,244	79,544
14	76,114	77,214	78,314	79,414	80,714	82,014	83,314	84,614

SALARY GUIDES with Steps

YEAR 3
2013-2014

<u>Step</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+45</u>	<u>DOC</u>
1	51,489	52,589	53,689	54,789	56,089	57,389	58,689	59,989
2	51,689	52,789	53,889	54,989	56,289	57,589	58,889	60,189
3	51,889	52,989	54,089	55,189	56,489	57,789	59,089	60,389
4	52,089	53,189	54,289	55,389	56,689	57,989	59,289	60,589
5	52,289	53,389	54,489	55,589	56,889	58,189	59,489	60,789
6	52,889	53,989	55,089	56,189	57,489	58,789	60,089	61,389
7	54,389	55,489	56,589	57,689	58,989	60,289	61,589	62,889
8	55,889	56,989	58,089	59,189	60,489	61,789	63,089	64,389
9	58,389	59,489	60,589	61,689	62,989	64,289	65,589	66,889
10	61,589	62,689	63,789	64,889	66,189	67,489	68,789	70,089
11	64,689	65,789	66,889	67,989	69,289	70,589	71,889	73,189
12	67,789	68,889	69,989	71,089	72,389	73,689	74,989	76,289
13	72,789	73,889	74,989	76,089	77,389	78,689	79,989	81,289
14	77,859	78,959	80,059	81,159	82,459	83,759	85,059	86,359

SALARY GUIDES with Steps

YEAR 4
2014-2015

<u>Step</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+45</u>	<u>DOC</u>
1	51,589	52,689	53,789	54,889	56,189	57,489	58,789	60,089
2	51,789	52,889	53,989	55,089	56,389	57,689	58,989	60,289
3	51,989	53,089	54,189	55,289	56,589	57,889	59,189	60,489
4	52,189	53,289	54,389	55,489	56,789	58,089	59,389	60,689
5	52,389	53,489	54,589	55,689	56,989	58,289	59,589	60,889
6	52,989	54,089	55,189	56,289	57,589	58,889	60,189	61,489
7	54,389	55,489	56,589	57,689	58,989	60,289	61,589	62,889
8	55,889	56,989	58,089	59,189	60,489	61,789	63,089	64,389
9	58,389	59,489	60,589	61,689	62,989	64,289	65,589	66,889
10	61,589	62,689	63,789	64,889	66,189	67,489	68,789	70,089
11	64,689	65,789	66,889	67,989	69,289	70,589	71,889	73,189
12	67,789	68,889	69,989	71,089	72,389	73,689	74,989	76,289
12A	70,289	71,389	72,489	73,589	74,889	76,189	77,489	78,789
13	72,789	73,889	74,989	76,089	77,389	78,689	79,989	81,289
13A	75,334	76,434	77,534	78,634	79,934	81,234	82,534	83,834
14	78,759	79,859	80,959	82,059	83,359	84,659	85,959	87,259

SALARY GUIDES with Steps

YEAR 5
2015-2016

<u>Step</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+45</u>	<u>DOC</u>
1	51,644	52,744	53,844	54,944	56,244	57,544	58,844	60,144
2	51,844	52,944	54,044	55,144	56,444	57,744	59,044	60,344
3	52,044	53,144	54,244	55,344	56,644	57,944	59,244	60,544
4	52,244	53,344	54,444	55,544	56,844	58,144	59,444	60,744
5	52,444	53,544	54,644	55,744	57,044	58,344	59,644	60,944
6	52,989	54,089	55,189	56,289	57,589	58,889	60,189	61,489
7	54,389	55,489	56,589	57,689	58,989	60,289	61,589	62,889
8	55,889	56,989	58,089	59,189	60,489	61,789	63,089	64,389
9	58,389	59,489	60,589	61,689	62,989	64,289	65,589	66,889
10	61,589	62,689	63,789	64,889	66,189	67,489	68,789	70,089
11	64,689	65,789	66,889	67,989	69,289	70,589	71,889	73,189
12	67,789	68,889	69,989	71,089	72,389	73,689	74,989	76,289
12A	70,289	71,389	72,489	73,589	74,889	76,189	77,489	78,789
13	72,789	73,889	74,989	76,089	77,389	78,689	79,989	81,289
13A	75,434	76,534	77,634	78,734	80,034	81,334	82,634	83,934
14	79,659	80,759	81,859	82,959	84,259	85,559	86,859	88,159