

Contract no. 1613

T

RUTGERS UNIVERSITY  
OCT 1 1992  
LIBRARY  
INSTITUTE OF MANAGEMENT  
AND LABOR RELATIONS

AGREEMENT

BETWEEN

THE MOUNT EPHRAIM BOARD OF EDUCATION

AND

THE MOUNT EPHRAIM EDUCATION ASSOCIATION

1992 - 1995



TABLE OF CONTENTS

|   | PAGE |
|---|------|
| PREAMBLE.....   | 1    |
| ARTICLE 1, RECOGNITION.....   | 2    |
| ARTICLE 2, NEGOTIATION PROCEDURE.....                                 | 3    |
| ARTICLE 3, GRIEVANCE PROCEDURE.....                                   | 4    |
| ARTICLE 4, BOARD RIGHTS.....  | 7    |
| ARTICLE 5, TEACHER RIGHTS.....  | 8    |
| ARTICLE 6, ASSOCIATION RIGHTS AND PRIVILEGES.....                     | 9    |
| ARTICLE 7, WORK YEAR AND LENGTH OF DAY.....                           | 10   |
| ARTICLE 8, TEMPORARY LEAVE OF ABSENCE.....                            | 11   |
| ARTICLE 9, CHILDBEARING AND CHILD CARE LEAVES.....                    | 13   |
| ARTICLE 10, TEACHER EMPLOYMENT.....                                   | 16   |
| ARTICLE 11, INSURANCE PROTECTION.....                                 | 17   |
| ARTICLE 12, TRANSFERS, ASSIGNMENTS AND REASSIGNMENTS.....             | 18   |
| ARTICLE 13, SICK LEAVE.....   | 19   |
| ARTICLE 14, PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT..... | 20   |
| ARTICLE 15, SALARIES.....   | 22   |
| ARTICLE 16, TEACHER WORK DAY.....                                     | 23   |
| ARTICLE 17, MISCELLANEOUS PROVISIONS.....                             | 24   |
| ARTICLE 18, DURATION OF AGREEMENT.....                                | 25   |
| APPENDIX "A"  |      |
| 1992-1993 SALARY GUIDE.....   | 26   |
| 1993-1994 SALARY GUIDE.....   | 27   |
| 1994-1995 SALARY GUIDE.....   | 28   |
| EXTRA CURRICULAR PAY.....   | 29   |

**PREAMBLE**

This Agreement entered into this 19th day of June 1992, 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 to the Board as included herein:

1. Classroom and Special Teachers
2. Nurse
3. BSIP Teachers

but excluding:

1. Chief School Administrator
2. Administrative Secretary
3. Secretary of the Board
4. Per Diem Substitutes
5. Long-term Substitutes
6. All other employees of the Board not enumerated in the unit described above and 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 as defined above.
2. Unless otherwise indicated, the term "Chief School Administrator" when used hereinafter in this Agreement, shall refer to the Administrative Principal of the District.

C. Part-time Employment

1. Salary for BSIP Teachers working 19.5 hours per week shall be prorated at .56 (19.5/35).
2. All other benefits, except hospitalization/major medical insurance, also shall be prorated by dividing the employee's actual number of hours worked/week by the number of hours in a full-time teacher's workweek. Sick days, personal days, and bereavement days shall be rounded to the nearest half day.
3. In order to qualify for any insurance coverage, part-time employees must work the minimum number of hours/week set forth by the State Health Benefits Program. Upon meeting the requisite minimum number of hours, part-time employees shall receive the following:
  - a. Hospitalization/major medical or a Board approved HMO as provided under the rules and regulations of SHBP;
  - b. Dental and prescription insurance shall be paid by the Board in proportion to the employee's actual time worked.

## ARTICLE 2

### NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with N.J.S.A. 34:13A-1 et seq., in a 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 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 negotiations 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. Pursuant to N.J.S.A. 34:13A-1 et seq., and decisions rendered by PERC and the Courts, modifications of terms and conditions of employment shall be negotiated with the majority representative.
- F. 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 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. It is agreed by both parties that 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 employee 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. It is understood that 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 himself, or at his 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 may set forth his grievance in writing to the Chief School Administrator on the grievance forms provided. The Chief School Administrator may confer with the Board. Either the Chief School Administrator or aggrieved teacher may request a conference. The Chief School Administrator shall communicate his 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 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; or
  - f. A complaint by any certificated personnel occasioned by appointment to, or lack of appointment to, retention in, or lack of retention in, any position for which tenure 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 grievance beyond Level Two, must have his 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 himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from, the Agreement between the 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 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 occurrence (c) the results of previous discussions (d) his 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 (a) to direct employees of the school district (b) to hire, promote, transfer, assign, and retain employees in positions in the school district, and to suspend, discharge, or take other disciplinary action against employees (c) to relieve employees from duty because of lack of work or for other legitimate reasons (d) to maintain efficiency of the school district operations entrusted to them (e) to determine the methods, means and personnel by which such operations are to be conducted (f) to establish reasonable work rules and (g) to carry out the mission of the school district in situations of emergency.

ARTICLE 5

TEACHER RIGHTS

- A. Pursuant to N.J.S.A. 34:13A-1 et seq., commonly known as the "New Jersey Employer - Employee Relations Act," 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 employee organization or to refrain from any such activity.
- B. Unless a just cause appears, no teacher shall be disciplined or have his increment or raise withheld. 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.
- C. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he 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 shall have the right to use school buildings at all reasonable hours for meetings. Permission of the Principal or his designee shall be required. Such permission shall not be withheld unreasonably.
- C. The Association shall have access to use school facilities and equipment, including but not limited to typewriters, mimeographing machines, ditto machines, calculating machines and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. Permission of the Principal or his 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 AND LENGTH OF DAY

- 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-five (185) 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.
- C. Teachers shall be required to remain one hour after the end of the in-service work day for a maximum of five (5) times a year to complete responsibilities deemed necessary by the Principal or his designee. In-service work days will be one session days for students.

## ARTICLE 8

### TEMPORARY LEAVE OF ABSENCE

A. Teachers shall be entitled, in any contract year, to the following non-accumulative days with full pay:

1. One (1) personal leave of absence day for which no reason other than "personal" need be given.
2. One (1) personal business day for which a specific reason must be supplied. General statements such as "for personal business that cannot be conducted outside the normal teaching day" will not suffice. 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 (this list is not all inclusive):

- 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

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 forty-eight (48) hours notice shall be given in requesting a personal leave of absence day or a personal business 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 48 hour notice will be waived in case of extreme emergency.
  4. Personal leave of absence days and personal business days will not be granted the day immediately preceding or following a vacation, except for in the case of extreme emergency.
  5. 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.
  6. At the end of each contract year, each teacher's unused "personal business day" and/or "personal leave of absence day" shall be added to his/her number of accumulated sick days.

- B. 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. 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 a one (1) year leave of absence 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 of Education 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, an employee must have been in full pay status for at least ninety (90) days during such year. Said days need not be consecutive.
  9. Any teacher granted a leave of absence shall notify in writing the Board of Education 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.
4. In the event a teacher's performance substantially declines in comparison to her performance prior to medical confirmation of pregnancy, the Mount Ephraim Board of Education reserves the right to require the teacher to be examined by a doctor of its choice. If the teacher is deemed to be incapable of performing her duties and responsibilities, the Board reserves the right to impose a disability leave under the following conditions:
  - a. the pregnant teacher's physician and a physician designated by the Board agree that she is not medically able to continue to perform her duties and responsibilities; or
  - b. in the event a difference of medical opinion exists between the teacher's physician and the Board's physician, a third physician designated by mutual agreement of both the teacher and Board certifies that the teacher is not medically able to perform her duties and responsibilities. Under such circumstances, the cost of the third physician's fee shall be shared equally by the two parties.

#### B. Child Care Leave

1. Upon written request and in accordance with 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 nontenured 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 Family Leave Act; thereafter, at the option and expense of the teacher, insurance may be continued via either (1) direct reimbursement to the Board of Education 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 of Education 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, it is understood that although a teacher's preference will be considered, neither the Board of Education 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 an 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 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 anticipated 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 agrees to provide the health-care insurance protection designated below. The Board shall pay the full premium for each teacher. The Board agrees to pay one hundred percent (100%) of the health-care protection for the dependents of all teachers enrolled in the New Jersey Public and School Employees Health Benefits Act.
1. Blue Cross
  2. Blue Shield
  3. Ride "J"
  4. Major Medical
- B. The Board shall 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 own premium.
- C. The individual maximum payment for dental and prescription insurance for full-time employees shall be as follows:
- 1992-1993 - \$1050 (ten hundred fifty dollars)  
1993-1994 - \$1250 (twelve hundred fifty dollars)  
1994-1995 - \$1250 (twelve hundred fifty dollars)

Any unused monies shall be rolled over for use in subsequent year(s).

A committee of three (3) Association designees and two (2) Board designees will meet to review proposals from insurance carriers/brokers for the purpose of making recommendations to the Board concerning coverages and carriers to provide prescription and/or dental insurance for their final approval. The Board shall not veto the committee's recommendation without good cause.

## 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 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. After a decision is reached, the Principal shall notify the employee involved.
- C. As soon as practicable, 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 designee will be held.

**ARTICLE 13**

**SICK LEAVE**

- A. All teachers employed shall be entitled to ten (10) sick leave days each school year, as of the first official day of said school year whether or not they report for duty 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 Schools, shall be reinstated upon a teacher's return to the school system only if the teacher's departure from the 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 twenty (20) 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 intention to retire by December 1 of the school year in which he 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.
  3. The Board shall compensate for the teacher's accumulated sick leave according to the following schedule:  
  
1992-1993 - \$25.00 per day up to maximum of \$3,000  
1993-1994 - \$27.00 per day up to maximum of \$3,250  
1994-1995 - \$29.00 per day up to maximum of \$3,500
  4. Upon the death of a teacher who is under contract with the Mount Ephraim Board of Education, said payment for accumulated sick leave shall be paid to the deceased teacher's estate provided that the deceased employee had at least twenty (20) years of continuous service in the district.

ARTICLE 14

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. The Board agrees to pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, or in-service training sessions which a teacher is required by the Board to take, except for certification purposes.
- B. Mileage shall be paid at Board Policy rate for travel authorized in advance by the Chief School Administrator.
- C. Tuition Reimbursement
  - 1. A tuition refund shall be granted up to the individual maximums set forth below:
    - 1992-1993 - \$575 (five hundred seventy-five dollars)
    - 1993-1994 - \$625 (six hundred twenty-five dollars)
    - 1994-1995 - \$650 (six hundred fifty dollars)
  - 2. Payment shall be paid in each school year to teachers upon the 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 of Education shall be exempt from the requirements set forth in subsection (3) herein above;
    - e. Reimbursement shall be made provided that proof of registration and official verification of grade is presented to the Chief School Administrator at the time request for payment is made;
    - f. The total reimbursement for all teachers shall not exceed the amounts set forth below for each academic year:
      - 1992-1993 - \$4,500 (forty-five hundred dollars)
      - 1993-1994 - \$5,000 (five thousand dollars)
      - 1994-1995 - \$5,500 (fifty-five hundred dollars); and
    - g. All courses approved by the Chief School Administrator as provided in subsection (1) herein above shall be applicable to the professional development requirement set forth in Section 13:4 below.

- D. In each three (3) year period beginning July 1, 1986, all teachers shall be required to take forty-five (45) hours of instruction to enhance their professional skills. All instructional programs must be approved, prior to enrollment, by the administrative principal and shall be in the form of outside workshops and training sessions or a three (3) credit college or university course. Those programs provided by the district on in-service days shall not apply toward the forty-five (45) hours of instruction required herein. The Board will assume the responsibility of registration fees for approved workshops and training programs; tuition reimbursement for college courses shall be in accordance with the conditions set forth in Article 13, Section 3 (13:3) of this Agreement.

Teachers may apply a maximum of five (5) hours per year for a total of fifteen (15) hours in a three (3) year period for attendance at the annual NJEA convention (toward the forty-five (45) hours required herein). The Board shall not assume any of the costs associated with attendance at the NJEA convention.



## 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. Teachers employed on a ten month basis shall be paid on a bi-weekly schedule every other Thursday.
- C. A teacher may individually elect to have an interest bearing account opened in her/his 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 a 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 receive their final paychecks provided they have completed all professional responsibilities.
- F. "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."

## ARTICLE 16

### TEACHER WORK DAY

#### A. Planning

A classroom teacher shall have preparation time whenever his/her students are with the art, music, or physical education specialist for instruction. 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.

#### 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 twenty-eight (28) assignments per year.
2. Should a teacher be absent on a day he has lunch duty, the substitute teacher will assume the responsibility. However, in the event a full time faculty member who does not receive a substitute - e.g., Social Worker, Speech Teacher, Resource Room Teacher - is absent, the administration will be responsible for the duty coverage.
3. Except on those days when a teacher is assigned to lunch duty, he shall receive forty-five (45) continuous minutes per day for a duty free lunch. On a day when he has lunch duty, he shall receive thirty (30) continuous minutes for a duty free lunch.
4. The Liaison Committee shall work with the administration to develop a lunch period discipline code.

## ARTICLE 17

### MISCELLANEOUS PROVISIONS

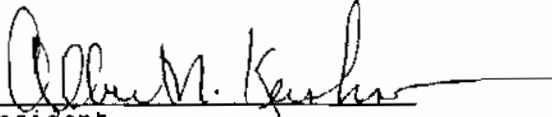
- A. If any provision of this Agreement, or any application of this Agreement to any teacher or group of teachers is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted in full force and effect.
- B. Copies of the Agreement 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. The Association recognizes that the Board may not by agreement delegate authority and responsibility which by law are imposed upon and lodged with the Board.
- D. It is understood by all parties that under the rulings of the courts of New Jersey and the State Commissioner of Education, the Board is forbidden to waive any rights or powers granted by law.
- E. 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.
- F. Release Time
1. When school is scheduled on the Wednesday immediately preceding Thanksgiving Recess, it shall be an early dismissal day for teachers.
  2. For the 1992-93 school year only, the teacher work year shall be reduced by one (1) day - i.e., June 21, 1993.
  3. Commencing July 1, 1993, the teacher work year shall be reduced by one and one-half (1.5) days if scheduled "emergency closing days" in the student calendar remain unused.
  4. The last student day before Spring Recess shall be an early dismissal day.
- G. Evening Activities
1. Effective July 1, 1993 teachers shall be required to attend two (2) evening activities per school year 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 chaperons for any evening activities requiring supervision of students. For purposes of this provision, "music teachers" shall be excluded from attending the two (2) above mentioned evening activities; however, the present practice of "music teachers" participating at student concerts shall continue.


ARTICLE 18

DURATION OF AGREEMENT

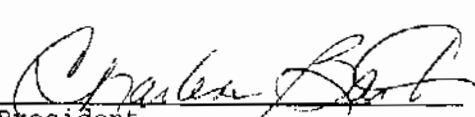
- A. This Agreement shall be effective as of July 1, 1992, except as herein provided, and shall continue in effect through June 30, 1995, subject to the Association's right to begin negotiating over a successor Agreement on or before October 1, 1994. This Agreement shall not be extended orally, and it 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 ASSOC.

  
President

  
Secretary

MOUNT EPHRAIM BOARD OF ED.

  
President

  
Secretary

ME92-005.CON

**APPENDIX "A"**  
**1992-93 SALARY GUIDE**

| 91-92<br>STEP | 92-93<br>STEP | B.A.  | B.A.+15 | B.A.+30 | M.A.  | M.A.+30 | DOC   |
|---------------|---------------|-------|---------|---------|-------|---------|-------|
| 1             | 1             | 27320 | 27820   | 28320   | 28820 | 29320   | 29820 |
| 2             | 2             | 28220 | 28720   | 29220   | 29720 | 30220   | 30720 |
| 3             | 3             | 29145 | 29645   | 30145   | 30645 | 31145   | 31645 |
| 4             | 4             | 30070 | 30570   | 31070   | 31570 | 32070   | 32570 |
| 5             | 5             | 30995 | 31495   | 31995   | 32495 | 32995   | 33495 |
| 6             | 6             | 31895 | 32395   | 32895   | 33395 | 33895   | 34395 |
| 7             | 7             | 32795 | 33295   | 33795   | 34295 | 34795   | 35295 |
| 8             | 8             | 34295 | 34795   | 35295   | 35795 | 36295   | 36795 |
| 9             | 9             | 35895 | 36395   | 36895   | 37395 | 37895   | 38395 |
| 10            | 10            | 37595 | 38095   | 38595   | 39095 | 39595   | 40095 |
| 11            | 11            | 39445 | 39945   | 40445   | 40945 | 41445   | 41945 |
| 12            | 12            | 40745 | 41245   | 41745   | 42245 | 42745   | 43245 |
| 13            | 13            | 42145 | 42645   | 43145   | 43645 | 44145   | 44645 |
| 14            | 14            | 43645 | 44145   | 44645   | 45145 | 45645   | 46145 |
| 15            | 15            | 45245 | 45745   | 46245   | 46745 | 47245   | 47745 |

APPENDIX "A"

1993-94 SALARY GUIDE

| 92-93<br>STEP | 93-94<br>STEP | B.A.  | B.A.+15 | B.A.+30 | M.A.  | M.A.+30 | DOC   |
|---------------|---------------|-------|---------|---------|-------|---------|-------|
|               | 1             | 28667 | 29167   | 29667   | 30167 | 30667   | 31167 |
| 1             | 2             | 29467 | 29967   | 30467   | 30967 | 31467   | 31967 |
| 2             | 3             | 30317 | 30817   | 31317   | 31817 | 32317   | 32817 |
| 3             | 4             | 31267 | 31767   | 32267   | 32767 | 33267   | 33767 |
| 4             | 5             | 32242 | 32742   | 33242   | 33742 | 34242   | 34742 |
| 5             | 6             | 33242 | 33742   | 34242   | 34742 | 35242   | 35742 |
| 6             | 7             | 34267 | 34767   | 35267   | 35767 | 36267   | 36767 |
| 7             | 8             | 35317 | 35817   | 36317   | 36817 | 37317   | 37817 |
| 8             | 9             | 36867 | 37367   | 37867   | 38367 | 38867   | 39367 |
| 9             | 10            | 38517 | 39017   | 39517   | 40017 | 40517   | 41017 |
| 10            | 11            | 40317 | 40817   | 41317   | 41817 | 42317   | 42817 |
| 11            | 12            | 42167 | 42667   | 43167   | 43667 | 44167   | 44667 |
| 12            | 13            | 44017 | 44517   | 45017   | 45517 | 46017   | 46517 |
| 13            | 14            | 45817 | 46317   | 46817   | 47317 | 47817   | 48317 |
| 14            | 15            | 47617 | 48117   | 48617   | 49117 | 49617   | 50117 |

APPENDIX "A"  
1994-95 SALARY GUIDE

| 93-94<br>STEP | 94-95<br>STEP | B.A.  | B.A.+15 | B.A.+30 | M.A.  | M.A.+30 | DOC   |
|---------------|---------------|-------|---------|---------|-------|---------|-------|
|               | 1             | 30000 | 30500   | 31000   | 31500 | 32000   | 32500 |
| 1             | 2             | 30700 | 31200   | 31700   | 32200 | 32700   | 33200 |
| 2             | 3             | 31550 | 32050   | 32550   | 33050 | 33550   | 34050 |
| 3             | 4             | 32525 | 33025   | 33525   | 34025 | 34525   | 35025 |
| 4             | 5             | 33540 | 34040   | 34540   | 35040 | 35540   | 36040 |
| 5             | 6             | 34590 | 35090   | 35590   | 36090 | 36590   | 37090 |
| 6             | 7             | 35665 | 36165   | 36665   | 37165 | 37665   | 38165 |
| 7             | 8             | 36765 | 37265   | 37765   | 38265 | 38765   | 39265 |
| 8             | 9             | 37965 | 38465   | 38965   | 39465 | 39965   | 40465 |
| 9             | 10            | 39365 | 39865   | 40365   | 40865 | 41365   | 41865 |
| 10            | 11            | 41065 | 41565   | 42065   | 42565 | 43065   | 43565 |
| 11            | 12            | 42915 | 43415   | 43915   | 44415 | 44915   | 45415 |
| 12            | 13            | 44965 | 45465   | 45965   | 46465 | 46965   | 47465 |
| 13            | 14            | 47215 | 47715   | 48215   | 48715 | 49215   | 49715 |
| 14            | 15            | 49615 | 50115   | 50615   | 51115 | 51615   | 52115 |

APPENDIX "A"

EXTRA CURRICULAR PAY

The director of the school safety patrol program and the director of student council shall be compensated at the rates set forth below in addition to his/her base salary.

1992-1993 - \$550 (five hundred fifty dollars)  
1993-1994 - \$600 (six hundred dollars)  
1994-1995 - \$650 (six hundred fifty dollars)

Teachers employed as an advisor/coach to an after-school athletic program or club activity approved by the Chief School Administrator will receive three hundred fifty dollars (\$350) in addition to his/her regular salary. A club assignment would last through one marking period or its equivalent, and would not be less than one (1) hour per week nor exceed two (2) hours per week.