

AGREEMENT BETWEEN

MOUNT EPHRAIM ADMINISTRATORS ASSOCIATION

AND

MOUNT EPHRAIM BOARD OF EDUCATION

JULY 1, 2016 - JUNE 30, 2019

I. RECOGNITION

In accordance with N.J.S.A. 34:13A-1 et. seq., known as the New Jersey Employer Employee Relations Act ("Act"), the Board of Education of the Borough of Mount Ephraim ("Board") recognizes the Mount Ephraim Administrators Association ("Association") as the exclusive and sole representative for collective negotiations concerning grievance and terms and conditions of employment for all certified administrators in the following titles:

1. Principal
2. Vice-Principal or Assistant Principal
3. Supervisor

But excluding:

1. Superintendent
2. Assistant Superintendent
3. Director
4. School Business Administrator/Board Secretary

Members of the bargaining unit as defined above shall be referred throughout this Agreement as "administrators."

II. NEGOTIATION PROCEDURE

A. Deadline Date

The parties agree to enter into collective negotiations over a successor agreement in accordance with the Act in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. Any agreement so negotiated shall apply to all members of the Association, be ratified by the Association and adopted by the Board, and reduced to writing and signed by the Association and the Board.

B. Negotiating Team Authority

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

III. GRIEVANCE PROCEDURE

A. General

1. A "grievance" shall mean a claim by an administrator that there has been a misinterpretation, misapplication or 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 administrator within fifteen (15) school days of the time the administrator knew or should have known of its occurrence.

2. Grievance 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 administrator 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. Administrators 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.
6. The decision by the Board to terminate the employment of a non-tenured administrator during the school year or to non-renew the employment of an administrator shall not be subject to the grievance procedure

B. Rights of Administrators to Representation

Any administrator may be represented at all formal stages of grievance by himself or herself or by an attorney selected and paid for by the Association.

C. Procedure

1. **Level One** - Any administrator who has a grievance shall discuss it first with the Superintendent in an attempt to resolve the matter informally.
2. **Level Two** - If, as a result of the discussion, the matter is not resolved to the satisfaction of the administrator, within fifteen (15)

school days, he/she may set forth his/her grievance in writing to the Superintendent. Either the Superintendent or the administrator may request a conference. The Superintendent shall communicate his/her decision to the administrator in writing within thirty (30) calendar days of receipt of the written grievance.

An administrator, in order to process his/her grievance beyond Level Two, must have the request for such action accompanied by the written recommendation by the Association.

3. **Level Three** - If the grievance is not resolved to the administrator's satisfaction, the administrator may request a review by the Board. Such a request shall be made no later than ten (10) calendar days after the receipt of the Superintendent's decision. The request shall be made in writing through the Superintendent, with a copy to the Board Secretary. 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 an administrator 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 except for misinterpretation, misapplication or violation of a policy directly affecting an administrator'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; or
 - e. Any complaint of a non-tenured administrator which arises by reason of his/her not being employed.
4. **Level Four** - If the administrator 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 administrator may request the appointment of an arbitrator.

Such requests shall be forwarded to the Superintendent no later than fourteen (14) calendar days after the decision in writing by the Board or committee thereof.

D. Procedure for Securing the Services of an Arbitrator

1. A request will be made to the American Arbitration Association ("AAA") to submit a roster of persons qualified to function as an arbitrator in the dispute in question. The selection of the arbitrator shall be governed by the rules and regulations of the AAA.
2. The arbitrator shall limit himself or herself to the issues submitted and shall consider nothing else. The arbitrator 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, the administrator and the representative of the Association shall be given copies of the arbitrator's decision. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearings.
3. The fees and expenses of the arbitrator are the only costs which will be shared by the two parties, and such costs will be shared equally. Any other costs shall be borne by the party incurring them.

IV. ADMINISTRATOR RIGHTS

- A. Unless specifically permitted by law, only the Superintendent, Board Solicitor and individual board members when acting in their official capacity as members of the Board, shall have access to an administrator's personal performance evaluations and/or his/her personnel file. The administrator shall be given forty-eight (48) hours written notice if anyone other than the Superintendent is to be given access to his/her performance evaluation and/or personnel file.
- B. Any criticism by the Superintendent or a Board Member of an Administrator shall be made in confidence and not in the presence of teachers, parents, students, or at a public gathering or public meeting.
- C. Members of the Board, individually and collectively, will refer to the Superintendent any and all criticisms, complaints and suggestions concerning the performance of an administrator called to their attention.

An administrator shall be given the name of the person and or persons making any written complaint concerning the administrator along with a copy of the written complaint. The administrator shall be given an

opportunity to respond to and/or rebut such complaint and shall have the right to be represented by the Association or an attorney paid by the administrator or Association at any meeting or conference regarding such complaint.

V. DUTIES

All duties assigned to an administrator by the Superintendent should be appropriate to and consistent with the professional role and responsibility of the administrator, and shall be set by Board policy and in job descriptions established by the Board.

VI. COMPENSATION

A. Salary

The following salary percentages shall be applicable to the administrator positions existing as of the execution of this Agreement. The Board, in consultation with the Association, shall determine the salary percentages of any future administrative position; and upon hire, follow the agreed upon percentages noted below:

POSITION: PRINCIPAL (Mary Bray and Kershaw)

| | |
|-------------------------------|--------|
| July 1, 2016 to June 30, 2017 | 2.69 % |
| July 1, 2017 to June 30, 2018 | 2.99 % |
| July 1, 2018 to June 30, 2019 | 3.0 % |

POSITION: SUPERVISOR OF SPECIAL SERVICES

| | |
|-------------------------------|--------|
| July 1, 2016 to June 30, 2017 | 2.69 % |
| July 1, 2017 to June 30, 2018 | 2.99 % |
| July 1, 2018 to June 30, 2019 | 3.0 % |

In addition, the Supervisor of Special Services shall receive a stipend of \$1,500 each year for serving as the School Choice Coordinator. In addition, any administrator serving as Harassment/Intimidation/Bullying Coordinator will receive a \$1,500.00 stipend.

B. Leaves

1. Vacation

Administrators shall be granted twenty (20) vacation days per school year, all of which shall be available on July 1st of each year. Five (5) unused vacation days may be carried over from one school year to the next. The Board, through its Business Office, shall be responsible for maintaining

written documentation of each administrator's earned, used and accrued vacation days.

In the event of an unpaid leave of absence for any reason, including the New Jersey Family Leave Act (NJ FLA) and federal Family Medical Leave Act (FMLA), administrators shall be required to use any unused vacation time concurrent with NJ FLA and FMLA.

2. Holidays

Administrators shall be entitled to all school holidays and recesses pursuant to the school calendar, other than summer, when school is not in session.

3. Sick leave

Administrators shall be allowed twelve (12) days sick annually. The unused portion of such leave, at the end of the school year, shall be cumulative.

Each administrator employed in the positions named above will be permitted to use the unused, accumulated sick days referenced above for illness in addition to the twelve (12) sick days earned each school year. However, the previously earned sick days are not eligible for payment upon retirement from employment as described in Article VII below.

For any administrator hired after July 1, 2013, the Board shall determine the amount, if any, of previously unused, accumulated sick days that will be acknowledged.

4. Personal Leave

Administrators shall be granted three (3) personal days of absence per school year for personal matters which require absence during school hours. Unused personal days shall convert to accumulated sick time at the end of each year.

5. Bereavement Days

Administrators shall be allowed bereavement days per contract year as follows: Five (5) days in the event of the death of a spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law or grandchildren; Two (2) days for other family members.

C. Medical Insurance

Subject to the requirements of any legislative action/mandate, including but not limited to P. L. 2011, c. 78, and including any amendments and/or rescissions, the Board shall provide the following medical insurance at family coverage levels at no cost to the Administrator:

1. Major Medical/Hospitalization (including vision care)
2. Dental Care
3. Prescription Plan

The levels of benefits, co-pays and other terms and conditions of coverage for the above described plans shall be consistent with the medical insurance plans offered to other teaching staff members employed by the Board. Allowance should be provided for MEAA members to participate in bargaining discussions related to MEEA members.

D. Job Related Expenses

The Board shall reimburse administrators for job-related expenses including, but not limited to, transportation expenses and sustenance as per district policy.

The Board shall provide administrators with a cellular telephone and shall pay the monthly charges, including business related telephone charges.

E. Tuition Reimbursement

The Board shall reimburse administrators the full cost of registration fees, tuition expenses and textbook for graduate school coursework in an educationally relevant area that is mutually beneficial to the administrator and the Board. In order to be eligible for such reimbursement, the administrator must receive the written approval from the Superintendent prior to the registration for the course work and shall otherwise follow Board policy in supplying the necessary documentation when seeking reimbursement.

In the event the administrator voluntarily leaves the Mt. Ephraim School District, the administrator shall return any monies paid under this provision pursuant to the following schedule:

Administrator leaves within 12 months of receiving reimbursement: 75%

Administrator leaves within 24 months of receiving reimbursement: 50%

Administrator leaves within 36 months of receiving reimbursement: 25%

VII. SEPARATION FROM SERVICE

In the event an administrator retires according to the provisions of the Teachers Pension and Annuity Fund, he/she shall receive the following:

Sick and Vacation Days. The Board will pay all unused, accumulated sick and vacation days earned while employed in the Mount Ephraim School District at the per diem rate based upon the administrator's final annual salary. The per diem rate shall be calculated as 1/260th of the final annual salary. Said reimbursement shall be capped at \$15,000. The administrator shall notify the Board in writing of his/her pending retirement in sufficient time for the Board to include payments in the budget. In the event of death of the Administrator, payment of accrued, unused vacation days shall be made to the Administrator's estate.

VIII. PROFESSIONAL GROWTH

The Board encourages the continuing professional growth of administrators through their participation in the following:

- a. the operations, programs, and other activities conducted or sponsored by local, state and national school administrators and school board associations;
- b. seminars and courses offered by public or private educational institutions;
- c. informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the administrators to perform their professional responsibilities for the Board;
- d. visits with other institutions; and
- e. other activities promoting the professional growth of administrators.

In its encouragement, the Board shall permit a reasonable amount of release time for administrators to attend such matters subject to prior written approval from the Superintendent and shall pay all necessary travel, registration and sustenance expenses as per district policy. The Board shall pay all costs and fees associated with state mandated continuing education. In addition, the Board shall pay 100% of the administrators' membership fees and/or dues to the Association of Supervision and Curriculum Development (ASCD), the New Jersey Principal's and Supervisor's Association (NJPSA), and the National Association of School Psychologists.

Each administrator shall be permitted to attend one national conference annually upon the written prior approval of the Superintendent. Conference fees and reasonable

travel expenses shall be reimbursed pursuant to applicable Board policy and statutory requirements.

IX. MENTORING REIMBURSEMENT

The Board shall reimburse administrators the full cost of required expenses that shall lead toward the standard principal certificate upon proof of registration for the required mentorship.

X. EVALUATION

The Superintendent shall evaluate the performance of administrators pursuant to the rules and regulation contained in the New Jersey Administrative Code. The evaluation format shall be developed by the Superintendent and approved by the Board in consultation with the Association. Administrators shall have the right to respond in writing to the evaluation. This response shall become a permanent attachment to the personnel file upon the administrator's request.

XI. RELEASE OF PERSONNEL INFORMATION

Disclosure of personnel information is governed by the Open Public Records Act N. J. S. A. 47:1A-1, et seq., Executive Order No. 11 (November 15, 1974), Executive Order No. 21 (July 8, 2002), Executive Order No. 26 (August 13, 2002), and case law interpreting them. All information related to an administrator's performance, evaluation or any discipline which the public is not otherwise entitled to access under law is deemed confidential and shall not be released to the public absent a written release by the administrator, a properly issued subpoena or by a lawful order of a court of competent jurisdiction.

XII. PERSONNEL RECORDS

A. Review

Administrators shall have the right, upon request, to review the contents of their personnel file, to have a representative accompany them during such review and to receive copies at Board expense of any documents contained therein.

B. Derogatory Material

No material derogatory to the administrator's conduct, service, character or personality shall be placed in his/her personnel file unless he/she has had an opportunity to review the material. The administrator shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The administrator shall also have the right to submit a written answer to such material.

XIII. REGIONALIZATION CONTINGENCY

a. If, at any time during the term of this Agreement, the Mount Ephraim School District: 1) joins, creates, and/or becomes a regional or consolidated entity of any kind, and thus the administrator's position is abolished or combined with a position for which the administrator does not hold the appropriate certificate; or 2) becomes a non-operating district, the Board shall pay the administrator a lump sum equal to three month's salary that the administrator would have received under this Agreement if he/she continued to be employed in that capacity. The lump sum shall be paid to the administrator before: (a) the newly, created board is seated; (b) the district becomes a non-operating district; or (c) the administrative position is combined with another.

b. This provision shall not apply if the newly created board or entity appoints the administrator to the same or similar position under terms and conditions that are equal to or better than previously enjoyed by the administrator, whether said administrator accepts such appointment or not.

XIV. SAVINGS CLAUSE

If it is found that a specific clause of the Agreement is illegal under federal, state or local law, the remainder of this Agreement shall not be affected by such a ruling and shall remain in force.

XV. MANAGEMENT RIGHTS CLAUSE

The Board hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Constitution and Laws of the United States and the State of New Jersey. Nothing herein contained shall be considered to deny or restrict the Board in the exercise of its responsibilities under the Laws of the State of New Jersey. Except as otherwise specified in this Agreement, the Association recognizes that the Board has the responsibility and authority to manage and direct, on behalf of the public, all of the operations and activities of the school district to the full extent authorized by law. In exercising its powers, the Board, through the Superintendent, shall, subject to the provisions of this Agreement, exercise all of its managerial rights and authority to the extent permitted by law.

It is recognized that such rights and functions include but are not limited to:

- (1) Control of the management of the district, the supervision of all operations; the methods, process and means of performing any and all work; the control of the property; the composition, assignment, direction and determination of the size of its working forces; and the right to maintain and protect all property and equipment;


- (2) The right to determine the work to be done by employees in the unit;
- (3) The right to introduce new or improved operations, methods, programs, means or facilities; and
- (4) The right to hire, schedule, promote, demote, transfer, release, and lay off employees; and the right to suspend, and discharge employees according to state statutes and district policy, and otherwise, to maintain an orderly, effective and efficient operation.

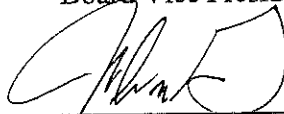
XVI. DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2013 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.

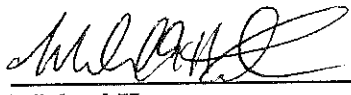
In Witness Thereof, the parties hereto have caused this Agreement to be signed by their respective Presidents and attested by their respective Secretaries.

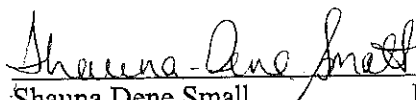
Mount Ephraim Board of Education

 12-21-16
 Carl Ingram, Date
 Board Vice President

 12/22/16
 William Gerson, Date
 Board Secretary

Mount Ephraim Administrators Association

 12/12/16
 Michael Hunter, Date
 President

 12/12/16
 Shauna Dene Small, Date
 Vice President