

**AGREEMENT**

**BETWEEN**

**THE MOUNT EPHRAIM BOARD OF EDUCATION**

**AND**

**THE MOUNT EPHRAIM EDUCATION ASSOCIATION**

**July 1, 2022 - June 30, 2027**

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## **PREAMBLE**

This Agreement is entered into this 1<sup>st</sup> day of July 2022, 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 his/her supervisor 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 unless both parties agree in writing that a hearing is unnecessary (email confirmation shall satisfy the requirement of a writing).

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 nonrenewal.
- 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 be made in confidence and not in the presence of students, parents, coworkers or members of the public.
- E.** Teachers shall be evaluated in a manner consistent with all parts of N.J.A.C.6A:10 as adopted by the Board of Education on December 8, 2014.

## **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 shall not exceed one hundred eighty-six (186) days, including two in-service days before students arrive in September and four additional in-service days. New teachers may be required to attend one additional orientation day. Unused emergency closing days will not be later utilized as school closures or half day dismissals.
  
- 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 four (4) non-accumulative days with full pay. A maximum of two days may be used consecutively:
  - 1.** Three (3) personal leave of absence days for which no reason other than “personal” need be given.
  
  - 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. One (1) **Wellness day** for the staff to utilize for any personal wellness reason including recharging and refreshing, or physical or mental health that does not qualify as an illness. No administrative approval is required. Subject to blackout dates to be determined by the Board by the Board by September 15th of each school year, and will specifically include any day immediately preceding or concluding a holiday or weekend.
  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 temporary leave of absence days shall be added to his/her number of accumulated sick days.
  7. The Board will provide each teacher with a full accounting of their accumulated leave time no later than September 15<sup>th</sup> 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, grandchildren, 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.

3. One (1) emergency bereavement day may be granted for the death of a family member or close friend.
- 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 conditions:
  - a. the date of return coincides with the commencement of a new marking period.
  - b. For extended leaves of absence, the date of return coincides with the commencement of a new marking period, or a natural break in the calendar defined as Winter Break or Spring Break.
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.** All teachers will receive a “intent to return form” by February 1. The purpose of the form is to determine if the teacher will, for any reason, not return in the next school year. The form must be returned to the Board no later than February 15. A list will be prepared of all teachers that have submitted the form and will be provided to the Superintendent. The Association President will be provided a copy for information purposes only.
- F.** All non-tenured teachers will be notified by May 15 of their status of renewal or non-renewal for the next school year.
- G.** All teachers will receive new teacher employment contracts by May 22. Contracts must be signed by the teacher and returned to the Board by May 30.
- H.** All teacher contracts that are returned to the Board by May 30 will be fully signed and returned to the teachers by the last day of school.
- I.** Any individual who have not signed and returned their contracts by May 30 will be notified in writing by certified letter sent to their residence, and the Association President will be notified.



**ARTICLE 11  
INSURANCE PROTECTION**

A. The Board shall pay the medical, dental and prescription premium for each eligible teacher subject to Chapter 78 Tier 4 contributions, pending any legislative changes. The Board agrees to pay the contracted health care premium for the dependents of all eligible teachers enrolled in the current health care plan.

1. Teachers hired for this contract period shall receive:

- a. same level of coverage as was provided in most recent teaching position prior to employment in Mt. Ephraim School District; 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 most recent teaching position prior to employment in Mt Ephraim School District.

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).

1. The Board of Education will allow all employees usage of the Delta Dental Rollover Plan so long as the provider continues to be available, within the District's cost parameters.

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 30% of the value of the premium up to a maximum equal to 30% of the insurance premium costs for the 2018-19 school year. Buy outs are done on an annual basis **and are paid in June**. Buy outs shall be prorated for employees that are employed less than a full year and shall be reduced by 1/10 for each month, or portion thereof, that the employee has coverage provided by the Board. (I.e., an employee that begins coverage of May 15 and continues coverage through June 30 shall have the buyout reduced by 2/10.)

**The maximums are as follows:**

Eligible Coverage	Medical Insurance Waiver Payment	Prescription Insurance Waiver Payment at	Dental Insurance Waiver Payment	Total
Single	3,191.58	1,158.41	283.54	\$4,633.53
Parent/Child(ren)	5,649.16	1,455.52	283.54	\$7,388.22
Husband/Wife	6,702.37	2,006.28	283.54	\$8,992.19
Family	9,431.32	2,703.13	283.54	\$12,417.99

- 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.

Any employee enrolled in a health benefits plan will receive the following stipend each year:

Family: \$750

PC\MS: \$500

Single: \$350

This payment shall be made in June and shall be made only to Association members that are employed the entire year. The stipend shall be prorated for members that take health benefits for less than a full year (i.e., those converting to the buy-out option) and shall be reduced by 1/10 for each month, or portion thereof, that the employee does not have coverage provided by the Board. If an Association member switches between plans (i.e., single to family), the payment shall be at the new plan. For example, a person accepting single coverage for five months and then receiving family coverage for five months would receive \$175 plus \$375 ( $350 * 5/10$  plus  $750 * 5/10$ ).

- F. Beginning July 1, 2019, the base plan for Prescription coverage shall change from \$5/\$10/\$0 to \$5/\$10/\$10 and the Association agrees to add mandatory mail order for all maintenance meds, excluding controlled substances.

**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.
- D. Any member that has an assignment/room change or has a classroom reset requiring removal of materials from one room and significant set up of the room moved to, for specials or midyear changes throughout the course of the school year shall receive one release day to prepare for such move.

**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:
 

2022-2027	\$91.54 per day up to a maximum of \$15,000
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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.
4. Beginning with employees hired on or after July 1, 2019, payment of banked sick time, upon retirement, shall not exceed \$12,000.

**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:

2022 - 2027 \$5,760.00

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:

2022 – 2027 \$28,000

- g. If teachers resign from their current positions within one (1) year of receiving tuition reimbursement, they must repay the Board 75% of Tuition Reimbursement received in a mutually- agreed upon schedule.  
If teachers resign from their current positions within two (2) years of receiving tuition reimbursement, they must repay the Board 50% of Tuition Reimbursement received in a mutually- agreed upon schedule.  
If teachers resign from their current positions within three (3) years of receiving tuition reimbursement, they must repay the Board 25% of Tuition Reimbursement received in a mutually- agreed upon schedule.

- h. Curriculum writing shall be at the hourly rate during Summer months.
- D. Teachers selected to be new teacher mentors shall receive training. In the event this training takes place outside the normal work day, teachers shall be paid the hourly rate.

## **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 except for the last paycheck of the school year as set forth in 15.D below.
- 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. The last paycheck will be issued within three working days of June 30.
- 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 and preschool 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. Teachers shall be required no more than two meetings per month during preparation periods.
4. One-hour long faculty meeting can be scheduled per month. Faculty meetings shall not last longer than ten (10) minutes past the contracted work day for teachers. The faculty meetings require two (2) weeks' notice to teachers.
5. One-hour long faculty meeting can be scheduled per month. Faculty meetings shall begin no later than ten (10) minutes past the dismissal bell. The faculty meetings require two (2) weeks' notice to teachers.

### 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.
1. Teachers writing new curriculum during the summer months shall be paid a minimum of ten (10) and a maximum of forty (40) hours per assignment at the hourly rate as reflected in Appendix B attached hereto. Teachers updating curriculum during the summer months shall be paid a minimum of five (5) and a maximum of thirty (30) hours per assignment at the hourly rate. Teachers performing curriculum writing hours must check in for regularly scheduled check in meetings with their supervisors on the status of their curriculum writing.
- 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:

2022 - 2027	\$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 last student day before Spring Recess shall be an early dismissal day for teachers.
  3. The day before the start of Winter Break shall be an early dismissal day for teachers.



4. The Board shall schedule three (3) additional early dismissal days other than those set forth in E (1-4), one of which shall be on an evening conference day.

**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.
  - a. Pre-K teachers shall be required to attend two (2) of the family education nights in addition to Back to School Night and a Conference night.
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.

**G. Morning Duty**

Teachers assigned to morning duty shall be compensated the hourly rate prorated. The workday will otherwise remain the same.

**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. In lieu of copying and distributing this Agreement, the Board will make an electronic copy of this Agreement available to employees on the District website. New employees will be advised of the location of the electronic copy at time of hire.
- 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, Mary Bray 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, 2022 except as herein provided, and shall continue in effect through June 30, 2027, subject to the Association's right to begin negotiating over a successor Agreement on or before October 1, 2026. 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. The Scattergram shall be established based upon the composition of the unit on October 15 of the final year of the contract.
  
- 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**

*Rosa A. Pearson*  
*Christine Brubaker Kup*

**MOUNT EPHRAIM  
BOARD OF EDUCATION**

*[Signature]*  
*[Signature]*

## APPENDIX A

### SALARY GUIDE WITH STEPS

YEAR 1  
2022-23

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	DOC
1	55,191	56,291	57,391	58,491	59,791	61,091	62,391	63,691
2	55,391	56,491	57,591	58,691	59,991	61,291	62,591	63,891
3	55,591	56,691	57,791	58,891	60,191	61,491	62,791	64,091
4	56,091	57,191	58,291	59,391	60,691	61,991	63,291	64,591
5	56,591	57,691	58,791	59,891	61,191	62,491	63,791	65,091
6	57,341	58,441	59,541	60,641	61,941	63,241	64,541	65,841
7	58,841	59,941	61,041	62,141	63,441	64,741	66,041	67,341
8	60,441	61,541	62,641	63,741	65,041	66,341	67,641	68,941
9	62,941	64,041	65,141	66,241	67,541	68,841	70,141	71,441
10	65,841	66,941	68,041	69,141	70,441	71,741	73,041	74,341
11	68,741	69,841	70,941	72,041	73,341	74,641	75,941	77,241
12	71,641	72,741	73,841	74,941	76,241	77,541	78,841	80,141
12A	74,641	75,741	76,841	77,941	79,241	80,541	81,841	83,141
13	77,641	78,741	79,841	80,941	82,241	83,541	84,841	86,141
13A	81,731	82,831	83,931	85,031	86,331	87,631	88,931	90,231
14	85,827	86,927	88,027	89,127	90,427	91,727	93,027	94,327

Annual Longevity payments are an additional \$1,000 for 25 or more years of service in the district.

**SALARY GUIDE WITH STEPS**

**YEAR 2  
2023-24**

<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>	<b>DOC</b>
1	56,599	57,699	58,799	59,899	61,199	62,499	63,799	65,099
2	56,799	57,899	58,999	60,099	61,399	62,699	63,999	65,299
3	56,999	58,099	59,199	60,299	61,599	62,899	64,199	65,499
4	57,499	58,599	59,699	60,799	62,099	63,399	64,699	65,999
5	57,999	59,099	60,199	61,299	62,599	63,899	65,199	66,499
6	58,749	59,849	60,949	62,049	63,349	64,649	65,949	67,249
7	60,249	61,349	62,449	63,549	64,849	66,149	67,449	68,749
8	61,849	62,949	64,049	65,149	66,449	67,749	69,049	70,349
9	64,349	65,449	66,549	67,649	68,949	70,249	71,549	72,849
10	67,249	68,349	69,449	70,549	71,849	73,149	74,449	75,749
11	70,149	71,249	72,349	73,449	74,749	76,049	77,349	78,649
12	73,049	74,149	75,249	76,349	77,649	78,949	80,249	81,549
12A	76,049	77,149	78,249	79,349	80,649	81,949	83,249	84,549
13	79,049	80,149	81,249	82,349	83,649	84,949	86,249	87,549
13A	83,139	84,239	85,339	86,439	87,739	89,039	90,339	91,639
14	87,235	88,335	89,435	90,535	91,835	93,135	94,435	95,735

**Annual Longevity payments are an additional \$1,000 for 25 or more years of service in the district.**

**SALARY GUIDE WITH STEPS**

**YEAR 3  
2024-25**

<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>	<b>DOC</b>
1	58,129	59,229	60,329	61,429	62,729	64,029	65,329	66,629
2	58,329	59,429	60,529	61,629	62,929	64,229	65,529	66,829
3	58,529	59,629	60,729	61,829	63,129	64,429	65,729	67,029
4	59,029	60,129	61,229	62,329	63,629	64,929	66,229	67,529
5	59,529	60,629	61,729	62,829	64,129	65,429	66,729	68,029
6	60,279	61,379	62,479	63,579	64,879	66,179	67,479	68,779
7	61,779	62,879	63,979	65,079	66,379	67,679	68,979	70,279
8	63,379	64,479	65,579	66,679	67,979	69,279	70,579	71,879
9	65,879	66,979	68,079	69,179	70,479	71,779	73,079	74,379
10	68,779	69,879	70,979	72,079	73,379	74,679	75,979	77,279
11	71,679	72,779	73,879	74,979	76,279	77,579	78,879	80,179
12	74,579	75,679	76,779	77,879	79,179	80,479	81,779	83,079
12A	77,579	78,679	79,779	80,879	82,179	83,479	84,779	86,079
13	80,579	81,679	82,779	83,879	85,179	86,479	87,779	89,079
13A	84,669	85,769	86,869	87,969	89,269	90,569	91,869	93,169
14	88,765	89,865	90,965	92,065	93,365	94,665	95,965	97,265

**Annual Longevity payments are an additional \$1,000 for 25 or more years of service in the district.**

**SALARY GUIDE WITH STEPS**

**YEAR 4  
2025-26**

<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>	<b>DOC</b>
1	59,530	60,630	61,730	62,830	64,130	65,430	66,730	68,030
2	59,730	60,830	61,930	63,030	64,330	65,630	66,930	68,230
3	59,930	61,030	62,130	63,230	64,530	65,830	67,130	68,430
4	60,430	61,530	62,630	63,730	65,030	66,330	67,630	68,930
5	60,930	62,030	63,130	64,230	65,530	66,830	68,130	69,430
6	61,680	62,780	63,880	64,980	66,280	67,580	68,880	70,180
7	63,180	64,280	65,380	66,480	67,780	69,080	70,380	71,680
8	64,780	65,880	66,980	68,080	69,380	70,680	71,980	73,280
9	67,280	68,380	69,480	70,580	71,880	73,180	74,480	75,780
10	70,180	71,280	72,380	73,480	74,780	76,080	77,380	78,680
11	73,080	74,180	75,280	76,380	77,680	78,980	80,280	81,580
12	75,980	77,080	78,180	79,280	80,580	81,880	83,180	84,480
12A	78,980	80,080	81,180	82,280	83,580	84,880	86,180	87,480
13	81,980	83,080	84,180	85,280	86,580	87,880	89,180	90,480
13A	86,070	87,170	88,270	89,370	90,670	91,970	93,270	94,570
14	90,166	91,266	92,366	93,466	94,766	96,066	97,366	98,666

**Annual Longevity payments are an additional \$1,000 for 25 or more years of service in the district.**

**SALARY GUIDE WITH STEPS**

**YEAR 5  
2026-27**

<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>	<b>DOC</b>
1	60,887	61,987	63,087	64,187	65,487	66,787	68,087	69,387
2	61,087	62,187	63,287	64,387	65,687	66,987	68,287	69,587
3	61,287	62,387	63,487	64,587	65,887	67,187	68,487	69,787
4	61,787	62,887	63,987	65,087	66,387	67,687	68,987	70,287
5	62,287	63,387	64,487	65,587	66,887	68,187	69,487	70,787
6	63,037	64,137	65,237	66,337	67,637	68,937	70,237	71,537
7	64,537	65,637	66,737	67,837	69,137	70,437	71,737	73,037
8	66,137	67,237	68,337	69,437	70,737	72,037	73,337	74,637
9	68,637	69,737	70,837	71,937	73,237	74,537	75,837	77,137
10	71,537	72,637	73,737	74,837	76,137	77,437	78,737	80,037
11	74,437	75,537	76,637	77,737	79,037	80,337	81,637	82,937
12	77,337	78,437	79,537	80,637	81,937	83,237	84,537	85,837
12A	80,337	81,437	82,537	83,637	84,937	86,237	87,537	88,837
13	83,337	84,437	85,537	86,637	87,937	89,237	90,537	91,837
13A	87,427	88,527	89,627	90,727	92,027	93,327	94,627	95,927
14	91,523	92,623	93,723	94,823	96,123	97,423	98,723	100,023

**Annual Longevity payments are an additional \$1,000 for 25 or more years of service in the district.**

## Appendix B

### Extracurricular Activities

Clubs/Intramurals	Semi Annual	\$ 517.50
Detention (before or after school)	Per 45 Minute coverage	\$ 45.00
Homebound Instruction	Per Hour	\$ 45.00
Music Concerts	Per Concert*	\$ 205.00
Safety Patrol	Per Position	\$1200.00
Student Council	Per Position	\$1200.00
National Junior Honor Society	Per Position	\$1200.00
Curriculum Writing	Per Hour	\$ 45.00
Head Nurse	Per Position	\$775.00
Art Show	Per Hour	\$45.00**
Playdate	Per Hour	\$45.00**
Character Education Program Development And Management	Per Hour	\$45.00**
Yearbook Club	Semi Annual	\$600.00
Summer Curriculum Writing	Per Hour ***	\$45.00***

Summer Programs: All members working Instructional Summer Programs shall receive Four (4) hours of preparation time, per grade level, prior to the start date of the program, compensated at the hourly rate.

\*The pay rate for this activity is for a maximum of two concerts for two music persons.

\*\* ¼ Hour increments

\*\*\* subject to the provisions of Article 16(C)(1).