

AGREEMENT

BETWEEN

THE MOUNT EPHRAIM BOARD OF EDUCATION

AND

THE MOUNT EPHRAIM EDUCATION ASSOCIATION

July 1, 2019 - June 30, 2022

TABLE OF CONTENTS

PREAMBLE	3
ARTICLE 1 – Recognition	3
ARTICLE 2 – Negotiation Procedure	4
ARTICLE 3 – Grievance Procedure	4
ARTICLE 4 – Board Rights	7
ARTICLE 5 – Teacher Rights	8
ARTICLE 6 – Association Rights and Privileges	8
ARTICLE 7 – Work Year	9
ARTICLE 8 – Temporary Leave of Absence	9
ARTICLE 9 – Childbearing and Child Care Leaves	11
ARTICLE 10 - Teacher Employment	13
ARTICLE 11 – Insurance Protection	14
ARTICLE 12 – Transfers, Assignments and Reassignments	15
ARTICLE 13 – Sick Leave	15
ARTICLE 14 – Professional Development and Educational Improvement	16
ARTICLE 15 – Salaries	17
ARTICLE 16 – Teacher Work Day	18
ARTICLE 17 – Miscellaneous Provisions	20
ARTICLE 18 – Duration of Agreement	21
APPENDIX A – TEACHERS’ SALARY GUIDES	
Advancement/Placement Chart	22
Year 1 – 2011-2012	23
Year 2 – 2012-2013	24
Year 3 – 2013-2014	25
Year 4 – 2014-2015	26
Year 5 – 2015-2016	27

PREAMBLE

This Agreement is entered into this **1st day of July 1, 2019**, 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 nonrenew.
- C.** Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he/she may have under New Jersey laws or other applicable laws and regulations of the State of New Jersey.
- D.** The parties mutually agree that insofar as possible, and in accordance with law, criticism of either party to the contract by the other will 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 three emergency closing days, one in-service day before students arrive in September and two additional in-service days. **New teachers may be required to attend one additional orientation day.**
- B.** The in-school work year shall include days when pupils are in session, orientation days, and any other days when teacher attendance is required.

ARTICLE 8 TEMPORARY LEAVE OF ABSENCE

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

Examples of valid reasons for using a personal business day:

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

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

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

B. Family Bereavement Leave

1. Up to five (5) calendar days, including non-school days, may be granted for death in the immediate family (husband, wife, children, 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.

D. Family Illness

1. Association members may take up to two family illness days out of their current 10 sick days to care for a family member.

**ARTICLE 9
CHILDBEARING and CHILD CARE LEAVES**

A. Disability Leave Due to Pregnancy

1. Disability leave due to pregnancy shall be treated as "sick leave" and subject to all contractual and statutory requirements/entitlements of such leave.
2. Disability due to pregnancy shall commence twenty (20) working days before childbirth and continue twenty (20) working days thereafter, not to exceed a maximum of forty (40) working days unless otherwise determined by a licensed practicing physician. During the period of actual disability, a teacher may utilize her accumulated sick leave, if any, in accordance with applicable law. In the event a teacher exhausts her sick leave entitlement, she may request unpaid leave during the period of her disability. In either case, the teacher shall be required to submit a medical certificate from her physician specifying her anticipated date of delivery.

3. Any teacher seeking to use sick leave for reasons associated with pregnancy or requesting an unpaid disability leave in the absence of accumulated sick leave shall notify the Chief School Administrator in writing at least sixty (60) calendar days in advance of the anticipated commencement of her leave.

B. Child Care Leave

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

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

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

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

C. Adoption

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

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

**ARTICLE 10
TEACHER EMPLOYMENT**

- A. Placement on the Salary Schedule – Prior teaching experience and related educational experience shall be negotiated individually with the new teacher. Each new teacher, after negotiating initial placement on the salary schedule, shall be placed on the agreed upon step of the salary schedule as of the beginning of each school year.
- B. No one shall receive credit for more years than actually taught. Once established, the credit agreed upon shall serve as the base from which future progress on the salary schedule will occur.
- C. Any teacher employed on or before February 1 of any school year shall be granted a full year's increment for the following year. Individuals employed after February 1 shall not be granted increment credit.
- D. Teachers who anticipate moving to a higher degree level on the salary schedule must notify the Chief School Administrator in writing prior to December 1 of the contract year preceding the year in which the change becomes effective.
- E. 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
-------------	---------

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

- D. Buy Out Option – where the teacher has coverage from a spouse, he/she may elect not to receive health coverage (medical, dental and prescription as a package) in consideration for a 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:

<u>Eligible Coverage</u>	<u>Medical Insurance Waiver Payment</u>	<u>Prescription Insurance Waiver Payment at</u>	<u>Dental Insurance Waiver Payment</u>	<u>Total</u>
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

PCIMS: \$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.

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:

2016 – 2019 \$91.54 per day up to a maximum of \$15,000

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:

2016 - 2019 \$4,853.40

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:

2016 – 2019	\$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.

**ARTICLE 15
SALARIES**

- A. The salaries of all teachers covered by this Agreement are set forth in Appendix "A" which is attached hereto and made part hereof.
- B. Regular pay days will be the fifteenth and thirtieth of each month.
- C. A teacher may individually elect to have an interest bearing account opened in his/her name with the South Jersey Federal Credit Union. The Board agrees to make automatic payroll deductions from each pay to be deposited into such account. A teacher must designate a fixed dollar amount of his/her own choosing.
- D. When payday falls on or during a school holiday, vacation, or weekend, teachers shall receive their paychecks on the last previous working day.

- E. Teachers shall notify the Board Secretary of their acceptance of the Board's employment offer and their intent to continue in the employ of the district by signing and returning their individual employment contracts on or before May 15. If no response is received by May 16 of that year, the Board shall send a certified Letter to the teacher requesting a written response by June 1. Failure of a teacher to comply with the herein procedure shall constitute notification of resignation effective July 1.
- F. Teachers required to travel between buildings shall receive a stipend of \$100.00 per year paid in June.
- G. The Board agrees to make available electronic direct deposit of teachers' paychecks provided the employees individually authorize the Board to do so.

ARTICLE 16 TEACHER WORK DAY

A. Planning

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

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

2. The kindergarten 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 per month. Faculty will retroactively make up meetings such that the annual meeting total of ten (10) will be met. 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. The administration may assign between five and 30 hours per Summer curriculum writing assignment.
- D.** Should the position of lead teacher be deemed necessary, his/her responsibilities would include the following:
1. Disciplining students
 2. Fire Drills
 3. Scheduling indoor recess and arranging appropriate coverage

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

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

The lead teacher will receive a stipend of:

2011 - 2016	\$1,450.00
-------------	------------

E. Release Time

1. When school is scheduled on the Wednesday immediately preceding Thanksgiving Recess, it shall be an early dismissal day for teachers.
2. The teacher work year will be reduced by one half (0.5) day for each "emergency closing day" that remains unused in the student calendar.
3. The last student day before Spring Recess shall be an early dismissal day for teachers.
4. The day before the start of Winter Break shall be an early dismissal day for teachers.
5. 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.
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. Copies of the Agreement shall be reproduced at the mutual expense of the Board and the Association within thirty (30) days after the Agreement is signed and presented to all teachers employed, including five (5) additional copies to the Association.
- C. Whenever any notice is required to be given by either of the parties of this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or registered letter at the following addresses. If by the Association, to the Board at Administrative Offices, 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, 2019 except as herein provided, and shall continue in effect through June 30, 2022, subject to the Association's right to begin negotiating over a successor Agreement on or before October 1, 2021. 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.

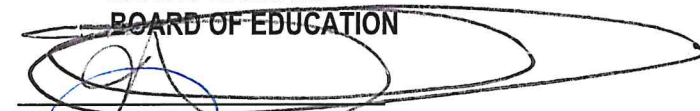
- B. In witness thereof, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, and their Corporate Seals to be placed herein, all on the day and year first written above.

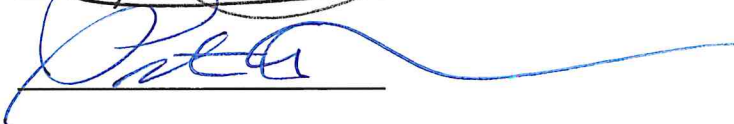
**MOUNT EPHRAIM
EDUCATION ASSOCIATION**





**MOUNT EPHRAIM
BOARD OF EDUCATION**





APPENDIX A

SALARY GUIDE WITH STEPS

YEAR 1
2019-20

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	DOC
1	52,854	53,954	55,054	56,154	57,454	58,754	60,054	61,354
2	53,054	54,154	55,254	56,354	57,654	58,954	60,254	61,554
3	53,254	54,354	55,454	56,554	57,854	59,154	60,454	61,754
4	53,454	54,554	55,654	56,754	58,054	59,354	60,654	61,954
5	53,654	54,754	55,854	56,954	58,254	59,554	60,854	62,154
6	54,404	55,504	56,604	57,704	59,004	60,304	61,604	62,904
7	55,804	56,904	58,004	59,104	60,404	61,704	63,004	64,304
8	57,304	58,404	59,504	60,604	61,904	63,204	64,504	65,804
9	59,804	60,904	62,004	63,104	64,404	65,704	67,004	68,304
10	62,704	63,804	64,904	66,004	67,304	68,604	69,904	71,204
11	65,604	66,704	67,804	68,904	70,204	71,504	72,804	74,104
12	68,504	69,604	70,704	71,804	73,104	74,404	75,704	77,004
12A	71,404	72,504	73,604	74,704	76,004	77,304	78,604	79,904
13	74,309	75,409	76,509	77,609	78,909	80,209	81,509	82,809
13A	78,609	79,709	80,809	81,909	83,209	84,509	85,809	87,109
14	82,909	84,009	85,109	86,209	87,509	88,809	90,109	91,409

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

SALARY GUIDE WITH STEPS

**YEAR 2
2020-21**

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	DOC
1	53,097	54,197	55,297	56,397	57,697	58,997	60,297	61,597
2	53,297	54,397	55,497	56,597	57,897	59,197	60,497	61,797
3	53,497	54,597	55,697	56,797	58,097	59,397	60,697	61,997
4	53,997	55,097	56,197	57,297	58,597	59,897	61,197	62,497
5	54,497	55,597	56,697	57,797	59,097	60,397	61,697	62,997
6	55,247	56,347	57,447	58,547	59,847	61,147	62,447	63,747
7	56,747	57,847	58,947	60,047	61,347	62,647	63,947	65,247
8	58,347	59,447	60,547	61,647	62,947	64,247	65,547	66,847
9	60,847	61,947	63,047	64,147	65,447	66,747	68,047	69,347
10	63,747	64,847	65,947	67,047	68,347	69,647	70,947	72,247
11	66,647	67,747	68,847	69,947	71,247	72,547	73,847	75,147
12	69,547	70,647	71,747	72,847	74,147	75,447	76,747	78,047
12A	72,547	73,647	74,747	75,847	77,147	78,447	79,747	81,047
13	75,547	76,647	77,747	78,847	80,147	81,447	82,747	84,047
13A	79,647	80,747	81,847	82,947	84,247	85,547	86,847	88,147
14	83,809	84,909	86,009	87,109	88,409	89,709	91,009	92,309

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

SALARY GUIDE WITH STEPS

**YEAR 3
2021-22**

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	DOC
1	54,073	55,173	56,273	57,373	58,673	59,973	61,273	62,573
2	54,273	55,373	56,473	57,573	58,873	60,173	61,473	62,773
3	54,473	55,573	56,673	57,773	59,073	60,373	61,673	62,973
4	54,973	56,073	57,173	58,273	59,573	60,873	62,173	63,473
5	55,473	56,573	57,673	58,773	60,073	61,373	62,673	63,973
6	56,223	57,323	58,423	59,523	60,823	62,123	63,423	64,723
7	57,223	58,323	59,423	61,023	62,323	63,623	64,923	66,223
8	59,323	60,423	61,523	62,623	63,923	65,223	66,523	67,823
9	61,823	62,923	64,023	65,123	66,423	67,723	69,023	70,323
10	64,723	65,823	66,923	68,023	69,323	70,623	71,923	73,223
11	67,623	68,723	69,823	70,923	72,223	73,523	74,823	76,123
12	70,523	71,623	72,723	73,823	75,123	76,423	77,723	79,023
12A	73,523	74,623	75,723	76,823	78,123	79,423	80,723	82,023
13	76,523	77,623	78,723	79,823	81,123	82,423	83,723	85,023
13A	80,613	81,713	82,813	83,913	85,213	86,513	87,813	89,113
14	84,709	85,809	86,909	88,009	89,309	90,609	91,909	93,209

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	\$ 43.50
Homebound Instruction	Per Hour	\$ 43.50
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	\$ 43.50
Head Nurse	Per Position	\$775.00
Art Show	Per Hour	\$43.50**
Playdate	Per Hour	\$43.50**
Character Education Program Development And Management	Per Hour	\$43.50**

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

** ¼ Hour increments