

AGREEMENT

between the

ESTELL MANOR  
EDUCATION  
ASSOCIATION

and the

ESTELL MANOR BOARD  
OF EDUCATION

July 1, 2021 through June 30, 2025

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## PREAMBLE

This Agreement is entered into this 7<sup>th</sup> day of February, 2022, by and between the Board of Education of Estell Manor, New Jersey, hereinafter called the "Board", and the Estell Manor Education Association, hereinafter called the "Association".

### ARTICLE 1 RECOGNITION

- 1.1 The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all certified teaching personnel either under contract or on leave.
- 1.2 Administrative personnel who are also certified teachers shall not be represented by the Association.
- 1.3 Unless otherwise indicated, the terms "teachers" or "employees", when used hereinafter in this Agreement, shall refer to all unit members employed. The term "he" shall refer to both male and female unit members.

### ARTICLE 2 NEGOTIATION OF SUCCESSOR AGREEMENT

- 2.1 The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1975, in a good faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall commence on or before November 1, 2024. The Board and the Association representatives may meet informally prior to that date to engage in preliminary conferences to exchange information or for other reasons. Any Agreement negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association subject to the ratification of the Association membership and a final adopting by the Board of Education at a public meeting.
- 2.2 This Agreement shall not be modified in whole or in part by either party, except by an instrument duly executed in writing by both parties.

### ARTICLE 3 GRIEVANCES

- 3.1 A "grievance" is a claim by a teacher or the Association based upon the interpretation, application or violation of this Agreement, policies or administrative decisions

- affecting a teacher or a group of teachers.
- 3.2 An "aggrieved person" is the person or persons of the Association making the claim.
  - 3.3 The "party in interest" is the person or persons making the claim including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.
  - 3.4 The purpose of this procedure is to secure at the lowest possible level, solutions to the problems which from time to time may arise affecting teachers. Both parties agree that these proceedings be kept as informal and confidential as may be appropriate at any level of the procedure.
  - 3.5 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 limit specified may, however, be extended by mutual written agreement or consent.

### ARTICLE 3B GRIEVANCE PROCEDURE

3.B.1 Any problems shall be discussed informally, first with the Chief School Administrator within 25 school days after the act which caused the grievance. Should the Chief School Administrator be unable to resolve the problem to the satisfaction of the teacher or the Association within ten (10) school days, the matter shall be reduced to writing and re-submitted as a formal grievance through the Association to the Chief School Administrator.

3.B.2 LEVEL ONE

Within five (5) school days after receipt of the formal written grievance, the Chief School Administrator shall render a decision in writing to the Association and to the aggrieved employee.

3.B.3 LEVEL TWO

If the aggrieved person or the Association is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance, then the aggrieved person or the Association, whichever deems the grievance meritorious, may within ten (10) school days request an appeal to the Board of Education. The request shall be submitted in writing through the Chief School Administrator, who shall forward the request to the Board of Education.

3.B.4 The Board shall review a grievance at the next regularly scheduled Board meeting, following the receipt of the grievance, or at the first special Board meeting following the receipt of the grievance, whichever occurs first. The Board shall then render a decision in writing to the Association within ten (10) school days following that Board meeting.

3.B.5 LEVEL THREE

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within the time specified in section 3. B.4. he may within ten (10) school days after a decision by the Board or within ten (10) school days after its decision should have been rendered by the Board, request in writing that the Association submit the grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person.

- 3.B.6 Within five (5) school days after such written notice at submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the Public Employment Relations Commission by either party. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission.
- 3.B.7 The arbitrators' decision shall be in writing and shall be submitted to the Board and the Association and shall be final and binding on the parties.
- 3.B.8 In the event that arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issues shall rest solely with the arbitrator selected in accordance with the provisions of Level Three, paragraph 3.B.6. of this Article.
- 3.B.9 The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equal by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.
- 3.B.10 Any aggrieved person may be represented at all stages of the grievance procedure by representatives selected or approved by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
- 3.B.11 All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
- 3.B.12 Forms for filing grievances, serving notice, taking appeals, making reports and recommendations and other necessary documents shall be prepared jointly by the Chief School Administrator and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure. No materials or equipment of the School Board may be used in making reports or forms without the prior written consent of said School Board.

- 3.B.13 All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this ARTICLE.
- 3.B.14 If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Chief School Administrator directly and the processing of such grievance shall be commenced at Level Two. The Association may process such grievance through all levels of the grievance procedure even though an aggrieved person does not wish to do so.
- 3.B.15 It is understood that any employee shall, during and notwithstanding the pendency of any grievance, continue to observe all legal and required assignments and rules and Regulations of the Board of Education until such grievance is adjudicated.

ARTICLE 4  
TEACHER RIGHTS

- 4.1 Pursuant to Chapter 123, Public Laws of 1975, the Board hereby agrees that every teaching employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 123, Public Laws of 1975, or other laws of New Jersey or the Constitution of New Jersey and the United States: that it shall not discriminate against any teacher with respect to hours, wages, or any terms and condition of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- 4.2 Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided by law.
- 4.3 No tenured teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any such action by the
- 4.4 Non-tenured teachers shall be afforded all rights guaranteed to them by law.
- 4.5 Whenever any teacher is required to appear before the Chief School Administrator, Board or any committee, member, representative or agent thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position, or employment or the salary or the increments pertaining thereto, then he shall be given

prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview. Any suspensions of a teacher pending charges shall be without pay. During said period of suspension, the School Board shall place into an interest bearing escrow account all monies said suspended teacher would have received had he not been suspended. If said teacher is exonerated of the charges for which he was suspended, all monies in the aforementioned escrow account shall be immediately turned over to said teacher.

- 4.6 Teachers shall be responsible for evaluating student achievement and assigning grades in accordance with policies of the Estell Manor Board of Education. Should the chief School Administrator modify a grade, he shall initial the change on any and all pertinent records of the child.
- 4.7 Any question or criticism by a supervisor, administrator or Board member of a teacher and/or his instructional methodology shall be made in confidence and not in the presence of students, parents or other public gatherings
- 4.8 No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- 4.9 The Board agrees to install a dedicated telephone line in the teachers' room for use by teachers. Calls made for school purposes shall be paid for by the school. Personal long distance calls will be reimbursed by the teacher to the Board.

## ARTICLE 5 SICK LEAVE

- 5.1 As of July 1, all ten month employees shall be entitled to ten (10) sick leave days each school year as of the first official day of the said school year, whether or not they report for duty on that day. All unused sick days shall be accumulated from year to year with no maximum limit.
- 5.2 Teachers shall be given a written accounting of accumulated sick leave days no later than September 30 of each school year.
- 5.3 Upon retirement, after fifteen (15) successful years of employment in the Estell Manor School District, the retiring teacher shall receive a payment from the Board equivalent to one-third the number of accumulated sick days, times that retiring teacher's daily salary. Any person intending to utilize this benefit shall provide the Board with a minimum of one year's notice. The Board is not obligated to pay such retirement benefits until after one year has elapsed from written notification by the employee. If an employee does not provide the board with written notice no later than sixty days prior to the adoption of the following year's school budget, the board has until September 30<sup>th</sup> of the following year's budget after adequate notice to pay such benefit. Effective July 1, 2000, any teacher hired on or after that

date shall receive a maximum payment under this provision of \$20,000. \*Example: Notice received January 15<sup>th</sup> 2007; board would have until January 15<sup>th</sup> 2008 to pay such benefits. Notice received February, March, April 2007, board would have until September 30, 2008 to pay such benefits.

ARTICLE 6  
TEMPORARY LEAVES OF ABSENCE

- 6.1 Employees shall be entitled to the following temporary, non-accumulative leaves of absence with full pay each school year:  
Up to five (5) school days at any one time in the event of death of the teacher's parents, brothers, sisters, husband, wife, children, grandparents, grandparents-in-law, mother-in-law, father-in-law, sons-in-law, daughters-in-law, sisters-in-law, brothers-in-law.
- 6.2 Employees shall be entitled to no less than two (2) professional improvement days per year with prior approval of the Chief School Administrator and consistent with the employee's PDP. Additional days may be granted at the sole discretion of the Chief School Administrator for professional improvement pertaining to the PDP or pertinent continuing education topics. The Board may agree to pay mileage, registration, materials purchased and/or other related expenses. If approved, conditions related to reimbursement of aforementioned expenses will be provided the staff member with the notice of approval. Should the Chief School Administrator mandate such a leave, the Board shall pay appropriate expenses incurred.
- 6.3 Up to a total of three (3) days per year in the event of the following reasons will be excused with pay.
- (A) Illness in the immediate family. Immediate family shall mean spouse, child, parent, or any household member.
  - (B) Personal business which cannot be conducted outside of the regular school day.
  - (C) Any other emergency or urgent reason which is not included in sections (A) and (B), if approved by the Chief School Administrator or his designee. Should neither be available, the teacher should notify the appropriate school authority as soon as possible.

Effective July 1, 1997, all unused personal leave days shall be accumulated as sick leave for the purpose of sick leave usage. Such days shall not be reimbursable under the terms of Article 5, 5.3. Such days shall be the last sick leave days available to the employee.

ARTICLE 7  
EXTENDED LEAVES OF ABSENCE

- 7.1 Teachers may use sick time for maternity reasons in accordance with the requirements of the law.



- 7.2 The Board shall grant child-rearing leave, without pay, to any teacher upon request subject to the following stipulations and limitations:
- (A) Child-rearing leave shall commence upon the date when the teacher's sick leave is no longer being utilized and shall terminate at the beginning of the first, second or third marking periods, at the request of the teacher. The length of such leave shall be determined in advance. Any extensions beyond the September following the leave shall be subject to Board approval.
  - (B) Any teacher rendered child-rearing leave shall be restored to a teaching position the same or similar to the one vacated before said leave.
  - (C) No teacher shall be prevented from returning to work after childbirth solely on the grounds that there has not been a time lapse between childbirth and the desired date of return.
  - (D) The Board shall not remove any teacher from her duties during pregnancy unless the teacher cannot produce a certificate from her physician that says she is medically able to continue teaching.
- 7.3 Any teacher adopting an infant child shall receive similar leave which shall commence on his receiving *de facto* custody of said infant, or earlier if necessary, to fulfill the requirements for the adoption. No teacher on child-rearing leave shall, on the basis of said leave, be denied the opportunity to substitute in the Estell Manor School District in the area of his certification or competence.
- 7.4 Leave of absence, without pay, of up to one year shall be granted for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Board. Immediate family shall mean spouse, child, parent, or any other minor for whom a teacher is legally responsible.
- 7.5 Other leaves of absence, without pay, may be granted by the Board for good reasons.
- 7.6 Upon the return from leave granted pursuant to this Article, the teacher shall be entitled to any increase in his salary base, he would have received had he not been granted leave, but shall not be entitled to any salary increase based upon experience for a period which he was not teaching.
- 7.7 All benefits to which a teacher was entitled at the time that his leave commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him upon his return, and he shall be restored to a teaching position the same or similar to the one vacated prior to said leave.
- 7.8 All extensions or renewals of leaves shall be applied for in writing, and all decisions shall be in writing.
- 7.9 Employees shall be entitled to all rights and benefits provided for under the Family Leave Act.

ARTICLE 8  
TEACHING HOURS AND TEACHING LOAD

- 8.1 No teacher shall be required to report for duty earlier than forty (40) minutes before the opening of the pupil's school day and shall be permitted to leave at the close of the pupil's school day. "Pupil's school day" shall consist of six (6) hours and twenty (20) minutes which includes lunch.
- 8.2 The length of the teacher's duty-free lunch period shall be thirty (30) minutes.
- 8.3 Each member of the bargaining unit shall participate in a supervisory capacity at two (2) Board approved extra-curricular school activities per school year that are scheduled outside of the normal school day. A listing of the activities and the dates and times for each activity shall be posted no later than September 30<sup>th</sup> of each school year and each Teacher shall sign up for the two (2) activities he wishes to supervise. Assignments for These two (2) activities shall be based upon seniority with those employees have the most seniority in the District having first choice as to the activities he wishes to supervise. The Association will be responsible for formulating the seniority list with the assistance of the Chief School Administrator, if necessary. In the event any activity exceeds three (3) hours in length, employees shall receive \$25.00 per hour or for any part thereof that exceeds the three (3) hour limit.
- 8.4 Teachers shall attend one (1) "back to school" night, two (2) afternoon parent conferences and four (4) evening parent conferences per school year. On the days of parent conferences and "back to school" night, the school day for teachers shall be a half day.
- 8.5 Attendance at 8th Grade Graduation
- 8.5.1 Teachers who instruct 8th grade students for two (2) or more periods per day in language arts, math, social studies or science may be required to attend the 8th grade evening promotion exercise. In addition, teachers of art and music as well as the honor society club supervisor and student council club supervisor may also be required to attend. The school day for teachers attending the evening exercise shall be a half day. The school day for any other teachers who voluntarily attend the evening promotion exercise shall also be a half day.
- 8.5.2 The school day for teachers not attending the evening promotion exercise shall be a full day.
- 8.6 Work Day for Teachers on Student 1/2 Days
- 8.6.1 On student "half-days", teachers agree to have a twenty-five-minute lunch period.
- 8.6.2 Students shall be dismissed at 1:30 p.m. on these "half-days" and teachers shall also be able to leave with their students at 1:30 p.m.

- 8.6.3 The parties acknowledge that this change in schedule thus results in an increase in student contact time of thirty (30) minutes on each of these "half-days."
- 8.6.4 Teachers shall be compensated for this additional thirty (30) minutes of student contact time per "half-day" by receiving compensatory time equal to thirty (30) minutes per "half-day". This compensatory time shall be utilized as "flex-time" by the teacher (arrive late/leave early). Teachers must sign in and out when utilizing flex-time (MOA 2/7/22). Such time must be taken in 1/2 hour increments, whenever possible, subject to the approval of the administration. Such compensatory time must be utilized by the end of the school year in which it was earned or it will be forfeited by the teacher and may not be carried forward into the following school year.
- 8.6.5 The parties agree that the beginning of the school day shall be at 9:05 a.m.
- 8.6.6 Flex time is not earned for any day before a holiday when there is an earlier release of teachers than would occur on a day under the terms of Article 8, 8.1 of this Agreement.
- 8.7 The classroom teacher shall have duty-free preparation time when his classes are receiving art, music, or physical education instruction. Such preparation time shall be for an uninterrupted full class period and shall be within the student's normal school day. If the art, music, or physical education teachers are absent, the Board shall provide a substitute up to fourteen (14) days per year. The fourteen (14) days total is to be interpreted to include total absences of any one or combination of absences of art, music, or physical education instructors. This Article shall be construed to mean an aggregate of fourteen (14) days per year and not necessarily consecutive days. All employees covered by this Agreement that are not "classroom teachers" shall also be entitled to the same amount of duty-free preparation time as the "classroom teachers". In the event a teacher loses a preparation period or any part thereof, such number of minutes shall be given within ten (10) school days (MOA 8/2/18).
- 8.8 The in-school work year for teachers employed on a ten (10) month basis (September 1 to June 30) shall not exceed one hundred and eighty-three (183) days inclusive of up to three (3) professional development days. The in-school work year shall include days when pupils are in attendance, an orientation day, and professional development days. The Board shall consider the "100 hours" standard when establishing the program for in-service days.
- 8.9 After-School Faculty/Staff Meetings
- 8.9.1 Any faculty meeting extending beyond the natural school day shall be limited to no more than eight (8) in a school year. Such meetings shall start promptly at the end of the teachers' work day.

- 8.9.2 Any faculty meeting shall be no longer than thirty (30) minutes in duration from the end of the teachers' day.
- 8.9.3 There shall be no more than one (1) faculty meeting per month.
- 8.9.4 Teachers shall be given at least 24 hours written notice prior to any faculty meeting except in the event of an emergency.

ARTICLE 9  
SALARIES

- 9.1 The salary of each teacher covered by this Agreement is set forth in Schedules A, B, C & D which are based upon the following and attached hereto:

2021-2022

- A. Then such revised guide shall be increased by an additional 3.0% resulting in the 2021-2022 salary guide. (See attached Salary Schedule A)
- B. All increases are inclusive of increment.  
All salary and monetary increases are retroactive to July 1, 2021. There will be no retroactive of the Chapter 78/Chapter 44 deductions for any member of the Association for the portion of the 2021-2022 school year that has passed up to the date both Parties have approved this Agreement.

2022-2023

- A. The 2021-2022 salary guide shall be increased by an additional 3.5% resulting in the 2022-2023 salary guide. (See attached Salary Schedule B)
- B.

2023-2024

- A. The 2022-2023 salary guide shall be increased by an additional 3.5% resulting in the 2023-2024 salary guide. (See attached Salary Schedule C)

2024-2025

- A. The 2023-2024 salary guide shall be increased by an additional 3.5% resulting in the 2024-2025 salary guide. (See attached Salary Schedule D)

- 9.2 All employees shall be placed on the proper level of the salary guide pertaining to their classification. New hires will be placed upon a Board agreed level but not move vertically more than one level per year. The Board of Education may hire individuals giving credit of up to but not more than his number of years teaching experience.
- 9.3 To facilitate computing of salaries, all teachers employed for ninety-one (91) school days or more with the Estell Manor Board of Education shall be given credit for a full year's experience. Those employed less than ninety-one (91) days, shall remain on the same employment level in the subsequent year.

- 9.4 Employees shall be paid on the fifteenth and the last day of each month. When a payday falls on or during a school holiday, vacation, or weekend, teachers shall receive their paychecks on the last working day prior to the holiday, vacation, or weekend.
- 9.5 Each teacher shall receive his final pay and the pay schedule for the following year on his last working day in June.
- 9.6 If the Board establishes a position of Teacher-in-Charge and appoints a teacher to fill that position, the Board shall pay to the said teacher seven hundred fifty dollars (\$750.00).
- 9.7 The Board currently has established positions of Title 1 Coordinator and Introductions to Vocations Coordinator. It is understood that these positions are funded through Federal and/or State programs and the Board agrees to keep these positions so long as such funding is extended to it. Any teacher holding one of these positions shall be paid \$200.00 per year over and above their agreed upon salary schedule. Any teacher holding more than one of the above positions shall receive \$200.00 for each position held over and above salary indicated in the attached salary schedules. It is expressly understood that if either or both of the above positions are funded, the Board reserves the right to abolish the positions and not be obligated to pay monies indicated in this section.
- 9.8 Longevity  
Any teacher beginning his twentieth (20th) year in the District and continuing each year thereafter shall have his base salary as stated in the salary schedule increased by an additional longevity amount equal to two percent (2%) of the employee's yearly salary.
- Any teacher beginning his thirtieth (30th) year in the District and continuing each year thereafter shall have his base salary as stated in the salary schedule increased by an additional longevity amount equal to 6.5% of the employee's yearly salary.
- Longevity shall be reduced by 50% for anyone hired July 1, 2012 or thereafter.
- 9.9 Direct Deposit  
The Board agrees to establish a procedure with one (1) financial institution to be mutually agreed upon between the Association and the Board that will allow for a direct deposit of the employee's pay checks should such employee so select.
- 9.10 Savings Plan  
Upon application of not less than twenty percent (20%) of the employees, the Board of Education shall establish a savings plan through payroll deduction with an accredited institution as mutually selected by the Association and the Board. Once the plan has been instituted, new applications shall be accepted on a semi-annual basis.

- 9.11 Teachers providing academic services beyond the normal teacher work day (such as the Saturday program, the after-school basic skills program and home instruction) shall be compensated at the rate of \$38.00 per hour in 2021-22, \$38.25 per hour in 2022-23, \$38.50 per hour in 2023-24 and \$39.00 per hour in 2024-2025.

ARTICLE 10  
FRINGE BENEFITS

- 10.1 The Board shall provide the health care insurance protection designated below. The Board shall pay the full premium for each teacher and in cases where appropriate, for family coverage:
- A. New Jersey Educator's State Health Benefits Plan, Direct 10. The Board may provide coverage through another plan if such plan is equivalent to that being provided by the New Jersey State Health Benefits Plan, Direct 10.
  - B. Effective upon the completion of the normal enrollment period in 2018, the base plan to be provided by the Board shall be the New Jersey Educator's State Health Benefits Plan, Direct 15. Employees shall have the option to "buy up" to the Direct 10 Plan. If an employee so opts, the difference in the premium cost between the Direct 15 and Direct 10 shall be borne by the employee through equal deductions from the employee's pay checks. The Board may provide coverage through another plan if such plan is equivalent to that being provided by the New Jersey State Health Benefits Plan, Direct 15.
- 10.2 The Board shall notify the Association and each unit member employed of any decision to seriously contemplate a change in its Blue Cross, Blue Shield, Rider J and Major Medical insurance carrier. Such notice shall be given at least ninety (90) days prior to a change in carrier taking effect.
- 10.3 The Board shall give written notification at the time of hiring of all employees new to the district that the responsibility for filling out the proper cards rests with the, employee. No employee shall be covered unless he has requested coverage and has signed the necessary documents.
- 10.4 The Board agrees to pay the actual tuition costs for courses taken by teachers up to an annual total aggregate maximum amount of \$15,000 per year, limited to 9 credits per teacher, per year.
- 10.5 Teachers must secure tenure to be eligible for tuition reimbursement. Classes taken during the school year tenure is secured, are eligible for reimbursement. The remuneration will then be retroactive and will be paid to the teacher in a lump sum within sixty (60) days after the teacher has applied for it.

- 10.6 All courses must be approved in writing by the Chief School Administrator before enrollment, and all courses must be related to elementary education and either within the teacher/nurse's current position or for the overall enhancement of the School. For the purpose of this section, grades 7 and 8 shall be considered elementary. Approval For courses will not be unreasonably denied by the Chief School Administrator so long as the State Statutes governing tuition reimbursement and the preceding criteria are met.
- 10.7 A teacher should be required to furnish proof by transcript of successful completion (a minimum of a "B" average) or a "pass" for a pass/fail course to the Board of Education before reimbursement shall be made. An exception to the grade minimums listed herein shall be made for any statistics course for which the minimum grade shall be a "C."
- 10.8 Teachers shall be required to furnish evidence of tuition paid for courses taken.
- 10.9 Distribution of Reimbursements
- 10.9.1 The distribution of the allowable funds each year shall be determined at the end of the year and be made no later than June 30 at the end of each year (July — June).
- 10.9.2 The amount of reimbursement to be received by teachers taking courses in any year (July — June) shall be determined by dividing the \$15,000 annual obligation of the Board by the total number of credits taken by teachers within that year. The resultant per credit amount available shall then be distributed to teachers based on the number of credits taken by each teacher during that year times the per credit amount.
- 10.9.3 In no event shall a teacher receive an amount greater than the actual tuition costs for the course(s) taken. In the event the total tuition reimbursements exceed the annual allotment of funds, teachers will receive a pro-rated amount based on the number of credits taken.
- 10.10 The prescription plan by the Estell Manor Board of Education shall be through the State Employee Health Benefits Plan effective June 1, 2012. If enrolled in NJDIRECT10, NJDIRECT15, Aetna HMO, or Cigna HealthCare HMO, the copayment at a retail pharmacy for up to a 30-day supply is \$3 for generic drugs; and \$10 for brand name drugs. The mail order copayment for up to a 90-day supply is \$5 for generic drugs and \$15 for brand name drugs.
- 10.11 The Board agrees to reimburse each teacher at a rate of \$1075 in 2021-2022; \$1125 in 2022-2023; \$1175 in 2023-2024 and \$1225 in 2024-2025 for fees paid for Dental and/or Optical treatment and devices for the immediate family upon presentation of copies of Receipts, itemized bills. Such payments shall be made on a quarterly basis, September 30, December 30, March 30, and June 30, when submitted in accordance with the District's usual bill payment schedule. Bills shall be submitted to the Board Secretary ten (10) days prior to the regularly scheduled meeting of the Board of Education.

The Association is investigating the possibility of a dental plan to commence July 1, 2005.

Should a plan be instituted, the maximum annual premium contribution by the Board shall be \$1,075 in 2021-2022, \$1125 in 2022-2023, \$1175 in 2023-2024, and \$1225 in 2024-2025. If premiums exceed \$1,075 in 2021-2022; \$1125 in 2022-2023; \$1175 in 2023-2024 and \$1225 in 2024-2025 for an employee, the employee shall pay the premium difference by way of regular payroll deductions spread evenly over the year.

If the cost of dental insurance for an individual employee is less than \$1025 in 2021-2022; \$1125 in 2022-2023; \$1175 in 2023-2024 and \$1225 in 2024-2025, the reimbursement plan set forth in the preceding paragraph shall be effective up to the difference between of \$1075 in 2021-2022; \$1125 in 2022-2023; \$1175 in 2023-2024 and \$1225 in 2024-2025 and the actual premium paid for dental insurance coverage by the Board. Employees who waive dental insurance will not be required to pay any premium difference but will be eligible for reimbursement under the preceding paragraph only up to the difference between of \$1075 in 2021-2022; \$1125 in 2022-2023; \$1175 in 2023-2024 and \$1225 in 2024-2025 and the premium which would have been paid for their dental insurance coverage by the Board.

In the event that the dental plan is not established under the second paragraph above, these clarifications are made to the reimbursement plan: 1) reimbursement is limited to claims arising in the immediate family as defined under the health/hospitalization plan; 2) claims on dental or optical services are limited to those services provided by a dental or optical professional; and 3) requests for reimbursement must be submitted in the year (July 1 – June 30) in which they are provided.

- 10.12 In order to be eligible for insurance coverages under 10.10, 10.11 and 10.12 above, an employee must work 30 hours per week.
- 10.13 Effective July 1, 2007, children of employees may be enrolled in the District tuition-free under the provisions of Board Policy 5118 (except for the provisions on the payment of tuition.) The only benefit of a teacher on an unpaid leave of absence is pursuant to Article 10.12.
- 10.14 The Board shall provide a Section 125 plan to employees at no cost to the employee.

## ARTICLE 11 TERMS OF AGREEMENT

- 11.1 The Board and the Association agree that there shall be no discrimination and that all practices, policies, and procedures of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers, or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, domicile, marital status or sex.
- 11.2 This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as



Board policy.

- 11.3 Except as this Agreement shall provide otherwise, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the Administrative procedures and practices in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, nor otherwise detract from any teacher benefit existing prior to its effective date. The term "past practice" means an established course of conduct which has continued in an uninterrupted fashion for at least two (2) years.
- 11.4 If any provisions of this Agreement and/or applications of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

## ARTICLE 12 EVALUATIONS

- 12.1 Non-tenured teachers shall be evaluated by their immediate superiors at least three (3) times in each school year, to be followed in each instance by a written evaluation and by a conference with the teacher and his immediate superior for each purpose of identifying any deficiencies, extending assistance for their correction and improving instruction. All evaluations shall be done in accordance with applicable statutes and regulations.
- 12.2 All tenured teachers shall be evaluated at least once each school year consistent with the criteria set forth in this Article.
- 12.3 Teachers shall be evaluated only by persons certified by the New Jersey State Board of Examiners to supervise instruction.
- 12.4 Any employee must be given a copy of any class visit or evaluation, including the Annual Summary Report, at least one (1) day before any conference to discuss it. Such conference shall be held within ten (10) school days of the observation or visit, except in cases of emergency. No such report shall be placed in an employee's file or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete form. An employee is required to sign a properly prepared evaluation form. An employee's signature indicates receipt, not necessarily agreement. Both parties to such conference will sign the written evaluation report and retain a copy of his records.
- 12.5 A teacher shall have the right, upon request, to review the contents of his personnel file and to receive copies of any documents contained therein. A teacher shall have the right to have representative(s) of the Association accompany him during such review.

- 12.6 The teacher shall sign a statement to the effect that he has read and understood the contents of the evaluation. Such acknowledgment by a teacher shall in no respect indicate that the teacher agrees with the contents of said evaluation, but it shall only indicate that the teacher has read and understood the evaluation in question. The teacher shall also have the right to submit a written answer to any such materials in his file and his answer shall be reviewed by the Chief School Administrator and attached to the file copy. This shall be done within ten (10) school days of receipt of the evaluation or similar material. Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the teacher's inspection.
- 12.7 Final evaluation upon termination of his employment shall be concluded prior to severance and no documents and/or other material shall be placed in the personnel file of such teacher after severance or otherwise than in accordance with the procedure set forth in this Article.

### ARTICLE 13 TRAVELING TEACHERS

#### 13.1 Expenses

Teachers who are assigned to more than one school per day shall be reimbursed for all such travel at the prevailing IRS rate per mile for all driving done when traveling from Estell Manor. In order to receive mileage reimbursement, the employee must have on file in the business office proof of a valid driver's license and proof of automobile insurance. The employee must inform the business office of any change in status as soon as it occurs. The employee may waive mileage for the year and not be required to provide proof of a valid driver's license and proof of automobile insurance.

#### 13.2 Student Transportation

Teachers shall not be required to transport students. In an emergency situation, teachers may volunteer to do so; however, the Board or its agents shall sign a waiver indemnifying the teachers and stating that he is acting in the course of his employment.

### ARTICLE 14 BOARD RIGHTS

- 14.1 Except as otherwise provided in this Agreement and under the provisions of Chapter 123, Public Laws 1975, the Association recognizes that the Board has the responsibility and the authority to manage and direct, in behalf of the public, all operations and activities of the Estell Manor School District to the extent authorized by law.
- 14.2 Any questions or criticism by a teacher of any supervisor, administrator or Board member shall not be made in the presence of students during class or class related activities.

ARTICLE 15  
REPRESENTATION FEE

15.1 Purpose of Fee

If an employee does not become a member of the Association during any membership year (i.e., from September 1<sup>st</sup> to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employees per capita cost of services rendered by the Association as majority representative or according to applicable law.

15.2 Amount of Fee

- (A) Notification - Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be determined by the Association in accordance with the law.
- (B) Legal Maximum - In order to adequately offset the per capita, cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee may set up to 85% of that amount as the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

15.3 Deduction and Transmission of Fee

- (A) Notification - Once during each membership year covered in whole or in part by this Agreement the Association will submit to the Board a list of those employees who have not become members of the Association for the current membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph B below, the full amount of the representation fee and promptly will transmit the amount to the Association.
- (B) Payroll Deduction Schedule - The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:
  - (1) ten (10) days after receipt of the aforesaid list by the board, or

- (2) thirty (30) days after the employee begins his or her employment in bargaining unit position unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff; in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.
- (C) Termination of Employment - If an employee who is required to pay a representation fee terminates his employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.
- (D) Mechanics - Except as otherwise provided in this Article, the mechanics for the deduction of the representation fees and the transmittal of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.
- (E) Changes - The Association will notify the Board in writing of any changes in the list provided for in Paragraph 1 above and/or the amount of the representation fees, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice.
- (F) New Employees - On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.

15.4 Hold Harmless

So long as the Board complies with the provision of this Article, the Association and all the employees which it represents will hold the Board safe and harmless regarding any and all funds deducted hereunder.

ARTICLE 16  
DURATION OF AGREEMENT

- 16.1 This Agreement shall be retroactive to July 1, 2021, and shall continue in effect until June 30, 2025.
- 16.2 This printed contract covers ratified agreements for the July 1, 2021, through June 30, 2025 period.

16.3 In witness whereof, the Association has caused this Agreement to be signed by its President and Secretary and the Board has caused this Agreement to be signed by its President and attested by its Vice-President.

ESTELL MANOR  
BOARD OF EDUCATION

ESTELL MANOR  
EDUCATION ASSOCIATION

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Vice-President

By: \_\_\_\_\_  
Vice-President

SALARY SCHEDULE A - 2021-2022

BA + 15 = \$1,000
BA + 30 = \$1500
MASTERS \$3000
MA + 15 = \$3500
MA + 30 = \$4000

Union Proposal 2021-2022 Year 1			
Step	Salary	\$ Increase	% Increase
1	58000		
2	58500	500	0.85%
3	59,664	1,164	1.95%
4	59,933	269	0.45%
5	60,202	269	0.45%
6	60,472	270	0.45%
7	60,772	300	0.49%
8	61,672	900	1.46%
9	62,822	1,150	1.83%
10	65,042	2,220	3.41%
11	68,594	3,552	5.18%
12	72,738	4,144	5.70%
13	76,938	4,200	5.46%
14	81,188	4,250	5.23%
15	86,892	5,704	6.56%
			\$3460.00

# Increments	14
Average Increment	\$2,063.71
Average % Increment	2.38%
Cost of Increment	\$42,113
	3%
Increase of	\$1000
Over year 1	
Total of \$ Increase	\$28,892

Effective July 1, 1995, the BA + 15 column shall only remain in effect for those employees employed prior to July 1, 1995. Those employees employed after July 1, 1995 shall not be eligible to receive any extra compensation for a BA+15.

SALARY SCHEDULE B - 2022-2023

BA + 15 = \$1,000
BA + 30 = \$1500
MASTERS \$3000
MA + 15 = \$3500
MA + 30 = \$4000

Union Proposal 2022-2023 Year 2				Salary Inc over prev Yr
Step	Salary	\$ Increase	% Increase	
1	58000			\$0
2	58500	500	0.85%	\$0
3	59,744	1,244	2.08%	\$80
4	60,344	600	0.99%	\$411
5	60,944	600	0.98%	\$742
6	61,544	600	0.97%	\$1,072
7	62,144	600	0.97%	\$1,372
8	63,044	900	1.43%	\$1,372
9	64,194	1,150	1.79%	\$1,372
10	66,414	2,220	3.34%	\$1,372
11	69,966	3,552	5.08%	\$1,372
12	74,110	4,144	5.59%	\$1,372
13	78,310	4,200	5.36%	\$1,372
14	82,560	4,250	5.15%	\$1,372
15	88,092	5,532	6.28%	\$1,200
				\$14,481.00

# Increments	14
Average Increment	\$2,149.43
Average % Increment	2.44%
Cost of Increment	\$50,602
	3.50%
Total of \$ Increase	\$30,092
Difference over Year 1	\$1,200

Effective July 1, 1995, the BA + 15 column shall only remain in effect for those employees employed prior to July 1, 1995. Those employees employed after July 1, 1995 shall not be eligible to receive any extra compensation for a BA+15.

SALARY SCHEDULE C – 2023-2024

BA + 15 = \$1,000
BA + 30 = \$1500
MASTERS \$3000
MA + 15 = \$3500
MA + 30 = \$4000

Union Proposal 2023-2024 Year 3				Salary Inc over prev
Step	Salary	\$ Increase	% Increase	
1	58421			\$421
2	59421	1,000	1.68%	\$921
3	60,421	1,000	1.66%	\$677
4	61,021	600	0.98%	\$677
5	61,921	900	1.45%	\$977
6	62,921	1,000	1.59%	\$1,377
7	63,921	1,000	1.56%	\$1,777
8	64,921	1,000	1.54%	\$1,877
9	66,071	1,150	1.74%	\$1,877
10	68,291	2,220	3.25%	\$1,877
11	71,843	3,552	4.94%	\$1,877
12	75,987	4,144	5.45%	\$1,877
13	80,187	4,200	5.24%	\$1,877
14	84,437	4,250	5.03%	\$1,877
15	89,492	5,055	5.65%	\$1,400

# Increments	14
Average Increment	\$2,219.36
Average % Increment	2.48%
Cost of Increment	\$52,371
	3.50%
Total of \$ Increase	\$31,071
Difference over Year 2	\$979

Effective July 1, 1995, the BA + 15 column shall only remain in effect for those employees employed prior to July 1, 1995. Those employees employed after July 1, 1995 shall not be eligible to receive any extra compensation for a BA+15.



SALARY SCHEDULE D - 2024-2025

BA + 15 = \$1,000
BA + 30 = \$1500
MASTERS \$3000
MA + 15 = \$3500
MA + 30 = \$4000

Union Proposal 2024-2025 Year 4				Salary Inc over prev
Step	Salary	\$ Increase	% Increase	
1	59282			\$861
2	60282	1,000	1.66%	\$861
3	61,282	1,000	1.63%	\$861
4	62,282	1,000	1.61%	\$1,261
5	63,482	1,200	1.89%	\$1,561
6	64,682	1,200	1.86%	\$1,761
7	66,182	1,500	2.27%	\$2,261
8	67,682	1,500	2.22%	\$2,761
9	69,182	1,500	2.17%	\$3,111
10	71,182	2,000	2.81%	\$2,891
11	74,732	3,550	4.75%	\$2,889
12	78,482	3,750	4.78%	\$2,495
13	82,682	4,200	5.08%	\$2,495
14	86,882	4,200	4.83%	\$2,445
15	91,142	4,260	4.67%	\$1,650
				\$30,164.00

# Increments	14
Average Increment	\$2,275.71
Average % Increment	2.50%
Cost of Increment	\$54,201
	3.50%
Total of \$ Increase	\$31,869
Difference over Year 2	\$789

Effective July 1, 1995, the BA + 15 column shall only remain in effect for those employees employed prior to July 1, 1995. Those employees employed after July 1, 1995 shall not be eligible to receive any extra compensation for a BA+15.

SALARY SCHEDULE E

EXTRA-CURRICULAR ACTIVITIES

ACTIVITY	2021-2022	2022- 2023	2023-2024	2024-2025
Yearbook Advisor	\$1300	\$1375	\$1400	\$1450
Student Council Advisor	\$1300	\$1375	\$1400	\$1450
Drama/After School Advisor (2) ea.	\$1300	\$1375	\$1400	\$1450
Test Coordinator	\$1300	\$1375	\$1400	\$1450
Safety Patrol Advisor	\$840	\$915	\$940	\$990
Honor Society Advisor	\$1100	\$1175	\$1200	\$1250
Journalism	\$1100	\$1175	\$1200	\$1250
Lower Grade Book Club	\$1100	\$1175	\$1200	\$1250
Softball Coach(s)	\$1300	\$1375	\$1400	\$1450
Basketball Coach (2) ea.	\$1300	\$1375	\$1400	\$1450
Cross Country Coach	\$1300	\$1375	\$1400	\$1450
Lower Grade Intramural Coach	\$1300	\$1375	\$1400	\$1450
Baseball Coach	\$1300	\$1375	\$1400	\$1450

In the event extra-curricular activities are created in addition to those stated above, the salary for such positions shall be negotiated with the Association and made a part of this list.