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RUTGERS UNIVERSITY

AGREEMENT

between the

MINE HILL TOWNSHIP BOARD OF EDUCATION

and the

MINE HILL TEACHERS' ASSOCIATION

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INDEX

PAGE NO.

ARTICLE I	RECOGNITION	1
ARTICLE II	NEGOTIATION OF SUCCESSOR AGREEMENT	2
ARTICLE III	GRIEVANCE PROCEDURE	3
ARTICLE IV	TEACHERS' RIGHTS	10
ARTICLE V	ASSOCIATION PRIVILEGES	12
ARTICLE VI	TEACHING HOURS AND TEACHING LOAD	14
ARTICLE VII	NON-ACADEMIC SERVICE	17
ARTICLE VIII	TEACHER EMPLOYMENT	18
ARTICLE IX	SALARIES	20
ARTICLE X	TEACHER ASSIGNMENT	21
ARTICLE XI	TEACHER ASSIGNMENTS AND REASSIGNMENTS	22
ARTICLE XII	PROMOTIONS	24
ARTICLE XIII	TEACHERS AND ADMINISTRATION COMMITTEE (AND EXHIBIT)	26
ARTICLE XIV	TEACHER EVALUATION	28
ARTICLE XV	TEACHER FACILITIES	30
ARTICLE XVI	SICK LEAVE	32
ARTICLE XVII	TEMPORARY LEAVES OF ABSENCE	34
ARTICLE XVIII	EXTENDED LEAVES OF ABSENCE	37
ARTICLE XIX	PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT	41
ARTICLE XX	PROTECTION OF TEACHERS, STUDENTS, AND PROPERTY	42

INDEX

		<u>PAGE NO.</u>
ARTICLE XXI	INSURANCE PROTECTION	44
ARTICLE XXII	DEDUCTIONS FROM SALARY	45
ARTICLE XXIII	MISCELLANEOUS PROVISIONS	47
ARTICLE XXIV	CLASS SIZE	51
ARTICLE XXV	ACCUMULATED RETIREMENT BENEFIT PAYMENT	52
ARTICLE XXVI	DURATION OF AGREEMENT	53
ARTICLE XXVII	EDUCATION, CREDIT, AND LONGEVITY	54
ARTICLE XXVIII	BOARD RIGHTS	56
SCHEDULE A	CURRENT TEACHER SALARY GUIDE	57

PREAMBLE

This Agreement entered into by and between the Board of Education of Mine Hill, New Jersey, hereinafter called the "Board", and the Mine Hill Teachers' Association, hereinafter called the "Association":

WITNESSETH:

WHEREAS, the Board has an obligation, pursuant to Chapter 303, Public Laws 1968, as amended by Chapter 123, Public Law 1974, to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and be it

RESOLVED, in consideration of the following, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

A. The Mine Hill Township Board of Education hereby recognizes the Mine Hill Teachers' Association as the exclusive representative for collective negotiations in accordance with Chapter 303, Public Law 1968, as amended by Chapter 123, Public Law 1974, for all certificated personnel such as Teachers, Nurses, Art Teachers, Speech Teachers, Learning Disability Teachers, Music and Instrumental Teachers, but excluding Administrators (all Principals full time), Clerks, Secretaries, Teacher Aides, Custodians, Transportation personnel, Cafeteria personnel.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 303, Public Laws 1968, as amended by Chapter 125, Public Law 1974.

## ARTICLE III

### GRIEVANCE PROCEDURE

#### A. Definitions

1. A "grievance" is a claim by a teacher, group of teachers, or the Association based upon the interpretation, application, or alleged violation of the negotiated agreements, Board policies, or administrative decision affecting the terms and conditions of employment of a teacher or group of teachers.
2. An "aggrieved person" is the person or persons making the claim.

#### B. Purpose

The purpose of this procedure is to resolve differences, at the lowest possible level, concerning the rights of parties regarding terms and conditions of employment of certificated personnel referred to in Article I. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

#### C. Procedure

1. 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, however, be extended by mutual agreement.

2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to an aggrieved, the time limits set forth herein shall be reduced, by mutual agreement of Parties, so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
3. (a) Failure of a decision to be rendered within the specified time period shall grant the right to the grievant to proceed to the next appropriate level.  
(b) Failure of the grievant to submit his/her grievance to the next appropriate level within the specified time period, shall be deemed an acceptance of the decision or abandonment of the grievance.
4. A grievance must be initiated within 20 school days after the grievant knew or reasonably should have known of occurrence of the event giving rise to the grievance. Should the event giving rise to the grievance have occurred less than 20 school days before the end of the school year then the balance of the 20 school day period shall be computed from the commencement of the following school year.



5. LEVEL ONE

An aggrieved person shall first discuss the grievance informally with the Chief School Administrator, either directly or through the Association's designated representative.

6. LEVEL TWO

If the aggrieved person is not satisfied with the disposition at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, he/she may file the grievance in writing with the Chief School Administrator within five (5) school days after the decision at Level One, or ten (10) school days after the grievance was presented, whichever is sooner and a copy of the grievance shall be sent to the Association.

7. LEVEL THREE

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision was rendered within ten (10) school days after the written grievance was delivered to the Chief School Administrator, he/she may within five (5) school days after a decision by the Chief School Administrator or fifteen (15) school days after the written grievance was delivered to the Chief School Administrator whichever is sooner, submit his/her grievance in writing to the Board of Education and a copy of such grievance shall be sent to

the Association. The Board shall render its decision in writing within fifteen (15) school days from receipt of the grievance.

Any grievance brought concerning administrative decision or Board policy shall terminate on completion of level three procedures.

8. LEVEL FOUR

- (a) If the aggrieved is not satisfied with the disposition of his/her grievance at Level Three or if no written decision has been rendered within said fifteen (15) school day period, the grievant may submit the grievance to Binding Arbitration hereinafter provided for.
- (b) Within fifteen (15) school days after written notice of the intention to submit the grievance 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 commitment within the specified period, a request for a list of arbitrators may be made to the Public Employees Relations Commission by either party. The parties shall then be bound by the rules and procedures of the Public Employees Relation Commission in the selection of an arbitrator.

- (c) The arbitrator so selected shall contact parties to establish a mutually agreeable hearing date and hold hearings promptly and shall issue his/her decision not later than thirty (30) days from the date of the close of the hearings or submission of final briefs and or arguments. The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator can add nothing nor subtract anything from the Agreement between the parties. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator shall be submitted in writing to the Board and the Association and shall be deemed final and binding on both parties.
- (d) The costs 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 equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

## RIGHTS OF TEACHER TO REPRESENTATION

Any aggrieved person may be represented at all stages of the grievance procedure.

## MISCELLANEOUS

1. If 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 a group or class grievance through all levels of the grievance procedure even though an aggrieved person does not wish to do so.
2. All decisions rendered at Levels Two and Three of the grievance procedure shall be in writing, setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Section C, paragraph B (c) of this article.
3. 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.
4. Forms for filing grievances, serving notices, making appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the parties.

5. All meetings and hearings under this procedure shall not be conducted in public.
6. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Negotiations and Grievance Committee of the Association, or any other participant in the grievance procedure by reason of such participation.

ARTICLE IV

TEACHERS' RIGHTS

- A. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he/she 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 elsewhere in this contract.
- B. No teacher shall be disciplined, reprimanded, reduced in rank or compensation without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.
- C. Whenever any teacher is required to appear before the Chief School Administrator or his/her designee, Board or any committee, member, representative or agent therefore concerning any matter which could adversely affect the continuation of that teacher in his/her office or employment or the salary or any increments pertaining thereto, then he/she shall be given prior notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.
- D. The teacher shall maintain the right and responsibility to determine grades within the grading policy of the Mine Hill School District based upon his/her professional

judgment and consistent with established school policy.

- E. No teacher shall be prevented from wearing pins of identification of membership in the Association or its affiliates.

ARTICLE V

ASSOCIATION PRIVILEGES

- A. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available public information concerning the financial resources of the district, including but not limited to, annual financial reports and audits, register of certificated personnel, agendas and minutes of all public Board meetings, census data, individual and group teacher health insurance premiums and experience figures, names and addresses of all teachers.
- B. Whenever any representative of the Association or any teacher participates during working hours in negotiations concerning terms and conditions of employment, or grievance procedure, he/she shall suffer no loss of pay.
- C. The Association shall have the privilege to use the school building at all reasonable hours for meetings prior to or beyond the school day. The Chief School Administrator shall be notified in advance of the time and place of all such meetings.

The Board confers on the Association the privilege to use the school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use, and for any repairs necessitated as a result thereof.



- E. The Association shall have the privilege to use the school mail boxes as it deems necessary and without the approval of building principals or other members of the administration.
- F. The privileges of the Association as set forth in this agreement shall be granted only to the Association as the exclusive representative of the teachers, and to no other organization.
- G. The Board shall grant, with pay, either one (1) day or seven (7) hours per work year leave to the Association President or his designee to attend to Association business.

ARTICLE VI

TEACHING HOURS AND TEACHING LOAD

- A. 1. Teachers shall not be required to "clock in or clock out" by hours and minutes. They shall indicate their presence for duty by initialing the appropriate column of the faculty "sign-in" roster.
2. The total in-school work day shall consist of not more than seven (7) hours which shall include a duty-free lunch period.
3. No teacher shall be required to report for duty earlier than thirty (30) minutes before the opening of the pupils' day, and shall be permitted to leave thirty (30) minutes after the close of the pupils' school day, except as otherwise designated in Article VI, D 1 and 2. On Fridays or on days preceding holidays or vacations, the teachers' day shall end at the close of the pupils' day.
4. The in-school work year for teachers employed on a ten (10) month basis shall not exceed one hundred and eighty-five (185) days. The in-school year shall be defined as including days when pupils are in attendance, orientation days, workshop days, and any other day on which teachers attendance is required.
- B. 1. Teachers shall be required to provide substitutes with daily, weekly, and/or alternate plans as needed, according to procedures developed by the Chief School Administrator.
- C. A daily duty-free lunch period shall be as follows:
1. All teachers shall have a 45 minute daily duty-free lunch

- period that corresponds to the students' lunch period.
2. The daily duty-free lunch periods are subject to adjustment if or when student lunch periods require readjustment.
  3. Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods but shall inform the office of their absence.
  4. No lunch period shall be provided on half-days.
  5. All teachers shall have a duty-free preparation period each day for preparation and planning. This period would be subject to emergency use by the Administration.
- D. 1. Building-based teachers may be required to remain after the end of the regular work day, without additional compensation, for the purpose of attending building, faculty or other professional meetings. Monday shall be set aside for faculty or other meetings. Such meetings shall be called whenever necessary and shall begin no later than 15 minutes after student dismissal and shall run no more than 60 minutes unless an emergency requires more time. Also, in case of emergencies, additional meetings shall be held.
2. Except in emergency situations, meetings which take place after the regular in-school work day and which require attendance shall not be called on Fridays or on

any day immediately preceding any holiday, or  
other day upon which teacher attendance is not  
required at school.

ARTICLE VII

NON-ACADEMIC SERVICES

Both parties recognize that there are operational functions not directly related to the educational process which are performed most effectively by members of the teaching staff. These functions include:

1. Supervision of students upon entry and exit to school and classroom supervision prior to start of instruction.
2. Collection of the following money:
  - Milk Money
  - Picture Money
  - Bank Money
  - PTA Lunch Money
  - Boy Scout Christmas Canned Goods
  - PTA Registration Dues
  - School Insurance Money
3. It is recognized by the Board of Education and the Association that positive cooperation between home and school is essential. Teachers are encouraged to attend PTA meetings, whereas it is expected that teachers shall attend Parent Teacher Conferences and Back to School Night. It is further encouraged that teachers attend a minimum of six (6) home/school/community events.

ARTICLE VIII

TEACHER EMPLOYMENT

- A. Each teacher shall be placed on his/her proper step of the salary schedule as of the beginning of each school year. All levels are in steps and all points beyond a B.S. degree or an M.A. degree can be either graduate or undergraduate points for the purpose of computing a teacher's salary.
- B. Initial placement of newly hired teachers shall be made on the Teacher's Salary guide based upon the teacher's experience and earned coursework. Full credit on the Teacher's Salary Guide shall be given for previous employment in public teaching experience upon initial employment in accordance with the salary schedule. Additional credit shall not exceed four years for active military service or alternative civilian service required by the Selective Service System, and additional credit shall not exceed two years for Peace Corps or VISTA services. Placement on the salary guide according to earned coursework shall be for undergraduate and graduate credit toward a degree in the field which would directly relate to teaching responsibilities.
- C. Teachers who have not been engaged in other teaching positions shall, upon returning to the system, be restored to the next position on the salary schedule above that at which they left.
- D. Previously accumulated unused sick leave days shall be restored to all returning teachers. Teachers returning after an absence of more than two (2) years, not in teaching, shall forfeit all unused sick leave. This shall not apply to board granted

leaves of absence or teachers affected by reduction in force.

- E. Teachers shall be notified of their contract and salary status for the ensuing year no later than April 30.

## ARTICLE IX

### SALARIES

- A. The salaries of all teachers covered by this Agreement are set forth in Schedule "A" which is attached hereto and made a part hereof.
1. Teachers employed on a ten (10) month basis shall have twenty (20) equal installments on the 15th and 30th of each month.
  2. Teachers may individually elect to have ten (10) percent of their monthly salary deducted from their pay. These funds shall be paid to the teacher, heir or next of kin, on the final payday in June, or upon death or termination of employment, if earlier.
  3. When a payday falls on or during a school holiday, vacation or weekend, teachers shall receive their pay checks on the last previous working day or as soon thereto.
  4. Teachers shall receive their final checks and the pay schedule for the following year on the last working day in June.
  5. Credit shall be given for acquisition of C E U's at the rate of one (1) graduate credit for every ten (10) C E U's taken. 10 hours of program = 1 C E U.



ARTICLE X

TEACHER ASSIGNMENT

- A. 1. All teachers shall be given written notice of their class and/or subject assignments for the forthcoming year not later than the last day of the present school year whenever possible.
2. In the event that changes in class level and/or subject assignments are proposed after October 1, any teacher so affected shall be notified promptly in writing and, upon the request of the teacher the changes shall be promptly reviewed between the Chief School Administrator and the teacher affected and, at his/her option, a representative of the Association.
- B. 1. Teachers who may be required to use their own automobiles in the performance of their duties and teachers who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the rate of eighteen and one half (18.5) cents per mile.

## ARTICLE XI

### TEACHER ASSIGNMENTS AND REASSIGNMENTS

- A.
1. No later than March 31 or as soon thereafter as practicable of each school year, the Chief School Administrator shall deliver to the Association and post in the school building a list of the known vacancies which shall occur during the following school year.
  2. Teachers who desire a change in grade and/or subject assignment may file a written statement of such desire with the Chief School Administrator not later than April 15. Such statement shall include the grade and/or subject to which the teacher desires to be assigned in order of preference.
  3. As soon as possible, the Chief School Administrator shall post a notice of assignments and reassignments.
- B.
1. In the determination of requests for voluntary re-assignments, the wishes of the individual teacher shall be honored to the extent that the reassignment does not conflict with the instructional requirements and best interests of the school system.
  2. If more than one teacher has applied for the same position, the determination as to which teacher shall receive the reassignment shall be made by the Chief School Administrator.

3. In the event that a teacher objects to the reassignment, upon the request of the teacher, the Chief School Administrator shall meet with him/her. The teacher may, at his/her option, have an Association representative present at such a meeting.
- C
1. A teacher being reassigned shall be placed only in an equivalent position, i.e., one which, among other things, does not involve reduction in rank or in total compensation.

## ARTICLE XII

### PROMOTIONS

A. All vacancies in promotional positions, including specialists and/or special projects teachers, pupil personnel workers shall be adequately publicized by the Chief School Administrator in accordance with the following procedure.

1. When school is in session, a notice shall be posted as far in advance as practicable and, in any event not less than ten (10) school days before the final date when applications must be submitted. A copy of said notice may be given to the Association at the time of posting. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Chief School Administrator within the time limit specified in the notice.
2. Teachers who desire to apply for a promotional position which may be filled during the summer period, when school is not regularly in session, shall submit their names to the Chief School Administrator together with the positions for which they desire to apply, and address where they can be reached during the summer. The Chief School Administrator shall notify such teachers of any vacancy in position for which they desire to apply. Such notice may be sent as far in advance as practicable, ordinarily at least ten (10)

school days before the final date when application must be submitted. In addition, the Chief School Administrator shall, within the same time period, post a list of promotional positions to be filled during the summer period at the Administration Office, and a copy of said notice may be given to the Association.

- B. 1. In both situations set forth in Section A above, the qualifications for the position, its duties, and the rate of compensation shall be clearly set forth.
- C. 1. All qualified teachers shall be given adequate opportunity to make application for such positions (pursuant to A and B above) and no positions shall be filled until all properly submitted applications have been considered. In filling such vacancies, preference shall be given to qualified teachers already employed by the Board and when all other factors are substantially equal, length of time in the Mine Hill School District shall be the significant factor.
- 2. Appointments shall be made as soon as practicable after the notice is posted in the school or the giving of notification to the interested teachers. Announcements of appointments shall be made by posting a list in the Administration office and a list shall be given to the Association indicating which positions have been filled and by whom.

## ARTICLE XIII

### TEACHERS AND ADMINISTRATION COMMITTEE

- A. The Board shall recognize a separate and autonomous Teachers and Administration Committee which shall have complete autonomy to organize and conduct activities of pertinent interest to members of the Association. The main purpose of the Committee shall be, by written report, to identify problem situations. Such a report is to contain findings of fact, conclusions, and when applicable, recommendations.

On completion of the work study, it shall be forwarded to the Chief School Administrator for review for possible resolution of problems and situations contained therein. A copy of the work study shall be forwarded to the Board of Education. In the event that satisfaction has not been significantly obtained from the report, the Committee shall have the right to have the report further reviewed by the Board of Education with such pertinent endorsements by the Chief School Administrator as he may deem necessary and appropriate.

In particular instances, the Chief School Administrator may make requests for special work studies. The Chief School Administrator shall be a part of and participate as the advisory chairperson. Routing of a work study shall go through the Teachers and Administration Committee Chairperson.

B. Recommendations of the Teachers and Administration  
Committee's reports shall not be final and binding on  
the Board.

EXHIBIT  
(PURSUANT TO ARTICLE XIII)

STRUCTURE OF TEACHERS AND ADMINISTRATION COMMITTEE

Board of Education

Advisory Chairperson

Chairperson

Teachers and Administration  
Committee

Sub Committee

Sub Committee

Sub Committee



ARTICLE XIV

TEACHER EVALUATION

- A. 1. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
2. Teachers shall be evaluated only by persons certified by the New Jersey State Board of Examiners, and approved by the Mine Hill Board of Education, to supervise instruction.
3. A teacher shall be given a copy of any class visit or evaluation report prepared by his/her evaluators at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the teacher's file, or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.
- B. 1. A teacher shall have the right, upon request, at least once a semester, to review the contents of his/her personnel file and to receive a copy at Board expense of any nonprivileged documents contained therein. At least once every three (3) years, a teacher shall have the right to indicate those documents and/or other material in his/her file which he/she believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Chief School Administrator or his/her designee, and if, in his/her

judgment, they are obsolete or otherwise inappropriate to retain, they shall be destroyed.

2. No material derogatory to a teacher's conduct, service, character or personality shall be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher must acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents therein. Teachers shall be permitted to make a statement pertaining to the evaluation which shall be part of the evaluation form.

- C. 1. The Chief School Administrator or immediate supervisor shall meet with a teacher to apprise the teacher of any complaints regarding the teacher made to any member of the administration made by any parent, student, or other person which is or may be used in any manner in evaluating any teacher. They shall attempt to resolve the matter informally and the teacher shall have the right to a representative of the Association regarding any meeting or conference.

ARTICLE XV

TEACHER FACILITIES

- A. By the beginning of the 1970-71 school year, each school shall have the following facilities:
1. Space in each classroom in which teachers may store instructional materials and supplies.
  2. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.
  3. In addition to the aforementioned teacher work area, an appropriately furnished room which shall be reserved for the exclusive use of teachers as a faculty lounge, on space available basis. Although teachers shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school's custodial staff.
  4. A serviceable desk, chair, and filing cabinet for the exclusive use of each teacher.
  5. All attempts shall be made to supply a communication system so that teachers can communicate with the main building office from their classrooms.
  6. As soon as practicable, a well-lighted and clean teacher rest room separate for each sex and separate from the students' rest rooms.

7. As soon as is practicable, a separate, private dining area for the exclusive use of the teachers.
  8. Free and adequate off-street paved parking facilities, which are protected against vandalism, properly maintained and identified exclusively for teacher use.
  9. Suitable closet space for each teacher to store coats, overshoes, and personal articles.
  10. Copies, exclusively for each teacher's use, of all texts used in each of the courses he/she is to teach.
- B. Present to each teacher, a key to his or her own room, and at option, he or she may have a key to the teacher's lounge.

ARTICLE XVI

SICK LEAVE

- A. All teachers employed shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave shall be accumulated from year to year with no maximum limit.
- B. Teachers shall be given a written accounting of accumulated sick leave days no later than September 15 of each school year.
- C. After the expiration of a tenure employee's sick leave, if further absence from service is essential, the Board may at its discretion grant further leave.
  - 1. All leaves may be subject to the following conditions and considerations:
    - (a) Recommendation of the attending physician.
    - (b) Concurrence of the Board's medical director.
    - (c) Previous attendance record.
    - (d) Length of employment.

The following suggested schedule less per diem salary of a substitute may be used.

LENGTH OF EMPLOYMENT IN MINE HILL SCHOOL SYSTEM

Less than 10 years	-	30 days
Less than 20 years	-	50 days
20 years or more	-	70 days

- D. After an employee has used or consumed all accumulated sick leave and the period of service sick days pursuant to the before listed schedule less substitute pay, the employee shall thereafter suffer full and complete loss of any pay until such time as he/she is able to return to service.
- E. When an employee exhausts his/her rights under this policy, upon returning to work and service, he/she shall again be entitled to accumulate annual sick leave at the rate of ten (10) days a year and service sick days at the rate of four (4) days per year commencing at the beginning of the next regular school year. Such service sick leave days will accumulate only until the person reaches his/her regular position as established in the schedule herein-  
above set forth and not before the accumulation of thirty (30) days of service sick leave, such employee shall again be entitled to all the benefits established by this resolution.

ARTICLE XVII

TEMPORARY LEAVES OF ABSENCE

A. All teachers shall be allowed up to five (5) days, without loss of pay, for personal business during the school year, upon notification to the Chief School Administrator. Unused personal days shall accumulate toward one's Retirement Benefit Bank.

All personal leaves are subject to the following conditions:

1. Personal leave shall be limited to urgent legal, family, or personal matters which necessitate the teacher's absence on a school day. Personal leave shall not be used for recreation, entertainment, other employment, vacation travel, or for matters which can be scheduled outside of school hours.
2. Notification for personal leave shall be filed with the Chief School Administrator, or his designee, at least five school days or as far in advance as possible of the contemplated absence.
3. Personal days will not be granted on the first or last day of a teachers' school term, a day designated as an inservice day or scheduled Parent/Teacher conferences.
4. In an emergency, the Chief School Administrator, or his designee, upon being informed by the teacher of the nature of the emergency, may waive all restrictions and authorize an emergency personal day, if satisfied that the restriction in 2 or 3 above impose an undue hardship.

B. Teachers shall be entitled to the following temporary non-accumulative leaves of absence with the full pay each school year:

1. Up to two (2) days for the purpose of visiting other schools or attending meetings or conferences of an educational nature i.e., workshops, seminars, etc. as approved by the Administration.
2. Time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system or in any other legal proceeding if the teacher is required by law to attend. This provision shall not apply to a private suit instituted by the teacher.
3. In the event of death of a teacher's spouse, child, parent, father-in-law, mother-in-law, brother, or sister up to five (5) consecutive school days. The funeral shall be during said absence. In the event of the death of a teacher or student in the Mine Hill School District, the Chief School Administrator or his/her designee shall grant to an appropriate number of teachers, one of whom shall be that student's current teacher, sufficient time off to attend the funeral.
4. Time necessary to persons ordered involuntarily to temporary active duty of any unit of the U.S. Reserves or the State National Guard. A teacher shall be paid his/her regular pay in addition to any pay which he/she receives from the State or Federal Government.
5. Up to five (5) days in the event of the serious illness of a teacher's parent, spouse, or child.



(a) All illness in family days are subject to the following conditions.

1. Upon request a physician's certificate shall be submitted to the Board attesting to said serious illness.
2. Routine or ordinary illnesses shall not be considered serious illness under this clause.

C. Leaves taken pursuant to section "A" above shall be in addition to any sick leave to which the teacher is entitled.

ARTICLE XVIII

EXTENDED LEAVES OF ABSENCE

- A. Military leave without pay shall be granted any teacher who is inducted or enlists in any branch of the Armed Forces of the United States for the period of said service and three (3) months thereafter, or three (3) months after recovery of any wound or sickness at time of discharge. A similar leave shall be granted to the spouse of any teacher who is inducted or who enlists to join him/her for the period of special training in preparation for duty overseas in combat zone.
- B. 1. The Board shall grant maternity leave without pay to any teacher upon request subject to the following stipulations and limitations:
- (a) The leave shall commence at the onset of the disability. All maternity leaves should terminate by the beginning of the school year. Such leave shall be requested at least thirty school days before such leave shall commence. Such leave shall not exceed two years.
  - (b) Any teacher granted maternity leave without pay according to the provisions of this section may, at her discretion, elect to use all or part of her accumulated sick leave for the period of disability. A physician's certificate shall be submitted to the Board attesting to said disability.
  - (c) The Board is under no obligation to continue the employment of a nontenure employee beyond the contracted period so long as the renewal of employment is not

based solely upon a condition of pregnancy or childbirth.

The maternity leave period shall not be counted for tenure purposes.

- (d) Advancement on the salary guide shall be based upon the date of commencement of the leave of absence.

The teacher will be granted a full salary guide step if he/she works more than ninety (90) teaching days. Working ninety (90) days or less shall result in no advancement in the salary guide.

- (e) If a teacher elects to return to work before his/her request of leave has concluded, he/she shall submit such request in writing sixty (60) days before such expected return. The date of return shall be at the end of a marking period or natural break in the school year.

- B. 2. Any teacher adopting an infant child shall receive leave which shall commence upon his/her receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption.

- C. Up to one (1) year leave of absence without pay shall be granted in the event of the serious illness of a teacher's spouse, child, parent, father-in-law, mother-in-law, brother, or sister. A physician's certificate shall be submitted to the Board attesting to said serious illness.

- D. The Board may, at its discretion, grant a leave of absence without pay to any teacher to campaign for or serve in public office.

- E. Other leaves of absence without pay may be granted at the discretion of the Board for good reason.
- F.
  - 1. Upon return from leave granted pursuant to Section "A" of this Article, a teacher shall be considered as if he/she were actively employed by the Board during the leave and shall be placed on the salary guide at the level he/she would have achieved if he/she had not been absent. A teacher shall not receive increment credit for time spent on a leave granted pursuant to Sections "B", "C", "D", or "E" of this Article.
  - 2. All benefits to which a teacher was entitled at the time his/her leave of absence commences, including unused accumulated sick leave shall be restored to him/her upon his/her return, and he/she shall be assigned to the same position which he/she held at the time said leave commenced, if available, or if not, to a substantially equivalent position.
- G. All extensions or renewals of leaves shall be applied for and granted in writing.
- H. A leave of absence without pay of one (1) year for reasons of further study, travel, or extenuating documented medical conditions may be granted by the Board to any one (1) teacher upon receipt of a notice no later than June 1, preceding the school year in which leave is to be granted. Such leave shall encompass one (1) entire school year commencing September 1 and ending August 31 of the

following year. Teachers receiving such leave, upon their return, shall be restored to the next position on the salary schedule above that at which they left. No more than one (1) such leave shall be granted in any one school year and no more than one (1) such leave shall be granted to any individual. Should more than one (1) tenure teacher apply for such leave, the Board reserves the right to grant leave at its own discretion.

ARTICLE XIX

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. The Board agrees:
1. To pay the full cost of tuition and other reasonable expenses incurred in connection with any courses not required for certification, workshops, seminars, conferences, in-service training sessions, or other such sessions, which a teacher is required and/or requested by the Administration to take.
  2. To expend up to one hundred (\$100.00) dollars per teacher each school year to purchase books, equipment and/or other educational resource materials. Such request shall be submitted to the Chief School Administrator and subject to approval by the Board.
  3. To pay 50% of the tuition rate of a New Jersey State College incurred in connection with any course taken by the teachers on approval of the Chief School Administrator. Reimbursement to take place at the time of completion of the course with a grade of B or better.

ARTICLE XX

PROTECTION OF TEACHERS, STUDENTS AND PROPERTY

- A. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.
- B. Whenever any action, including suspension, is brought against a teacher by the Board or before the Commissioner of Education of the State of New Jersey which may affect his/her employment or salary status, the Board of Education shall reimburse him/her for the reasonable cost of his/her defense if the action is dismissed.
- C. 1. The Board shall give full support including legal and other assistance for any assault upon the teacher while acting in the discharge of his/her duties.
2. When an absence arises out of or from such assault or injury, the teacher shall be entitled to full salary and other benefits for the period of such absence but shall not forfeit any sick leave or personal leave. Payment made under this clause will be reduced by any other payments that the injured employee will receive such as worker's compensation.

A physician's certificate shall document the disability, degree of injury, and the prognosis. A school appointed physician will review, monitor, and approve the length of the disability. In the case of a disagreement, the employee will submit to another examination by a mutually acceptable physician.

3. The Board shall reimburse teachers for the reasonable cost of any clothing or other personal effects damaged or destroyed as a result of an assault suffered by a teacher while the teacher was acting in the discharge of his/her duties within the scope of his/her employment.
  4. Subject to Worker's Compensation and hospital benefits, the Board shall fully reimburse a teacher for all cost of medical, surgical or hospital services incurred as the result of any injury sustained in the course of his/her employment.
- D.
1. Teachers shall immediately report cases of assault suffered by them in connection with their employment to the Chief School Administrator or his/her designee.
  2. The Chief School Administrator shall, within the limits of the law, comply with any reasonable request from the teacher for information.



ARTICLE XXI

INSURANCE PROTECTION

- A. The Board shall provide the health care insurance protection designated below. The Board shall pay the full premium of New Jersey Blue Cross and New Jersey Blue Shield and Rider "J" as provided at 100% family coverage for all employees. The Board shall provide major medical coverage for all employees.
1. Coverage shall be under State Health Benefits Plan.
  2. The Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period, commencing September 1 and ending August 31. When necessary, payment of premium in behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage.
- B. The Board shall provide dental insurance coverage at 100% of cost for "full family" coverage for each employee for a full twelve (12) month period each year. The plan will be chosen by the Board with concurrence of the Association.
- C. As of the beginning of the 1986-87 school year the Board shall provide prescription coverage at 100% of the cost for "full family" coverage for each employee for a full twelve (12) month period each year. The plan will be chosen by the Board with concurrence of the Association.

ARTICLE XXII

DEDUCTIONS FROM SALARY

- A. 1. The Board agrees to deduct from the salaries of its teachers, dues for the Mine Hill Teachers' Association, the New Jersey Education Association and the National Education Association, or any one or any combination of such Associations as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (N.J.S.A. 52:14-15 9a) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the Mine Hill Association by the 15th of each month following the monthly pay period in which deductions were made.
2. Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
3. The Board also agrees to deduct monies from the salaries of its teachers as said teachers individually and voluntarily authorize the Board to deduct for the following:

- (a) 10% Summer Payment Plan to be deposited in  
Tri-Co Federal Credit Union, individual accounts
- (b) Employee Income Protection Plan
- (c) Teachers' Pension Supplemental Annuity Plan
- (d) Tax Sheltered Annuity Plan
- (e) Teachers' Pension Group Life Insurance Plan
- (f) Teachers' Pension and Annuity Fund Loan Plan
- (g) United States Saving Bonds

ARTICLE XXIII

MISCELLANEOUS PROVISIONS

- A. On adoption by the Board, this Agreement shall constitute Board policy for the term of said Agreement.
- B. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board 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 or Board benefit existing prior to its effective date.
- C. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision and/or application shall not be deemed valid, but all other provisions or applications shall continue in full force and effect.
- D. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. (If an individual contract contains any language inconsistent with this

Agreement, this Agreement, during its duration, shall be controlling.)

- E. Copies of changes to this Agreement shall be duplicated at the expense of the Board after agreement with the Association on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all teachers now employed, hereafter employed.
- F. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision (s) of this Agreement, either party shall do so by telegram or registered letter at the following addresses:
1. If by Association, to Board at:  
Canfield Avenue School  
Canfield Avenue  
Mine Hill, Dover, New Jersey 07801
  2. If by Board, to Association at:  
Canfield Avenue School  
Canfield Avenue  
Mine Hill, Dover, New Jersey 07801
- G. A definition of the duties and responsibilities of all administrators, coordinators, supervisors and other personnel pertaining to student discipline shall be reduced to writing by the Chief School Administrator and presented to each teacher at the start of each school year.
- H. When, in the judgment of a teacher, a student requires the attention of the principal, assistant principal, a

counselor, psychologist, physician or other specialist, he/she shall so inform his/her principal or immediate superior. The principal or immediate superior shall arrange as soon as possible for a conference with the teacher and an appropriate specialist to discuss the problem and to decide appropriate steps for its resolution.

- I. The Board and the Association agree that academic freedom is essential to the fulfillment of the purposes of the Mine Hill School District, and they acknowledge the fundamental need to protect teachers in their obligation to pursue truth in the performance of their teaching functions. Accordingly, they agree as follows:
  1. Teachers shall have freedom in classroom presentations and discussions. Controversial material may be discussed provided only that said material is relevant to the course content and that opposite views of the controversial material are made known to the students.
  2. In performing their teaching functions, teachers shall have freedom in expressing their personal opinions on matters relevant to the course content, provided, however, that when they do so they shall indicate that they are speaking personally and not on behalf of the school, its administration, or Board.
- J. Any employee covered by this Agreement who is not a member of the Association shall be required to pay a representation fee to the Association in the amount of 85% of the normal dues. This fee may be paid in the same manner in which present dues are paid.

An employee who is not a member of the Association and who leaves his/her employment before the end of the contract year shall have the balance of the representation fee deducted from his/her final paycheck.

- K. If any provision of this demand and return system is contrary to federal or state law, such provision shall be deemed amended as may be necessary to comply with said law, but all other provisions shall continue in full force and effect.
- L. Except for Back-To-School Night and Parent/Teacher Conferences, teachers shall not be required to return to school after the closing of school without the teacher's consent. Teachers are encouraged to attend dances, PTA sponsored activities and special activities where students perform.

ARTICLE XXIV

CLASS SIZE

- A. The parties recognize the desirability from both an educational viewpoint and from the viewpoint of providing a good working environment for teachers, of limiting students participating in a class and of equalizing as much as possible the number of students assigned to the various classes conducted within a grade level or subject area. To that end, it is the policy of the Board to limit class sizes and to equalize class sizes to an extent consistent with sound educational principles and the fiscal and physical facilities of the system.



ARTICLE XXV

ACCUMULATED RETIREMENT BENEFIT PAYMENT

- A. The teacher, upon voluntary retirement after ten (10) years or more of regularly appointed service in the Mine Hill Township Schools, shall receive a lump sum payment for each unused day accumulated in his/her retirement benefit leave bank up to and including a maximum two hundred ten (210) days as a teacher in the Mine Hill Township Schools, provided that prior written notice is received by the Chief School Administrator. The rate will be \$28.00 per day if such notice is given 12 months or more prior to desired retirement date; \$20.00 per day if such notice is given 4 to 12 months prior to desired retirement date; \$14.00 per day if such notice is given less than 4 months prior to desired retirement date. These time requirements shall not apply in the event of involuntary retirement.
- B. The retirement benefit bank shall be comprised of a teacher's unused sick days accumulated before or after September 1, 1986 and a teacher's unused personal days accumulated after September 1, 1986.
- C. In the event of the death of a teacher employed under this contract, their surviving heir shall be entitled to the benefits described in A and B above.

ARTICLE XXVI

DURATION OF AGREEMENT

A. This Agreement shall be effective as of September 1, 1988 and shall continue in effect until August 31, 1990, subject to the Association's right to negotiate over a successor Agreement as provided in ARTICLE II. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

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, attested by its Secretary and its corporate seal to be placed hereon, all on the day and year first above written.

MINE HILL TEACHERS' ASSOCIATION

MINE HILL BOARD OF EDUCATION

BY \_\_\_\_\_

BY \_\_\_\_\_

President

President

BY \_\_\_\_\_

BY \_\_\_\_\_

Secretary

Secretary

SEAL

ARTICLE XXVII

EDUCATION, CREDIT AND LONGEVITY

- A. Once initial placement on the teacher's salary guide, based upon the teacher's experience and earned course work, has been made new course work can be taken toward a credit salary adjustment. Upon completion of 6 credits toward next educational attainment, an adjustment of 20% of the differential shall be made until he/she has obtained a maximum of 100%. Once a level has been obtained, any further adjustment shall begin at the 20% differential.

B. The following longevity schedule is in effect.

Upon 20 years of service in the district the employee will receive a total of \$300.00

Upon 25 years of service in the district the employee will receive a total of \$700.00

Upon 30 years of service in the district the employee will receive a total of \$1,200.00

Upon 35 years of service in the district the employee will receive a total of \$1,700.00

Upon 40 years of service in the district the employee will receive a total of \$2,200.00

This article will take effect for all employees hired after September 1, 1987.

C. Upon 17 years of service the employee will receive a total of \$400.00

Upon 20 years of service the employee will receive a total of \$2,400.00

Upon 25 years of service the employee will receive a total of \$2,700.00

Upon 30 years of service the employee will receive a total of \$3,200.00

Upon 35 years of service the employee will receive a total of \$3,700.00

Upon 40 years of service the employee will receive a total of \$4,200.00

The above article shall apply to all employees hired before September 1, 1987. (EFFECTIVE - 1989-90 school year)

## ARTICLE XXVIII

BOARD RIGHTS

1. The Board of Education reserves to itself sole jurisdiction authority, and responsibility over matters of policy and retains the right:
  - (a) To direct employees of the school district.
  - (b) To hire, promote, transfer, assign, and retain employees in positions in the school district, and to suspend, demote, discharge, or take other disciplinary action against employees.
  - (c) To relieve employees from duty because of lack of work or for other legitimate reasons.
  - (d) To maintain efficiency of the school district operations entrusted to them.
  - (e) To determine the methods, means, and personnel by which such operations are to be conducted.
  - (f) To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.
2. The exercise of the foregoing powers shall be limited by the provisions of this Agreement and NJSA 34:13A-1 et seq and any other applicable statutes and rules, regulations, and decisions having the force and effect of law.