

Mine Hill Township Board of Education  
Canfield Avenue School  
42 Canfield Avenue  
Mine Hill, NJ 07803

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**KATINE M. SLUNT, BUSINESS ADMINISTRATOR/ BOARD  
SECRETARY**

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October 29, 2010

State of New Jersey  
Public Employment Relations Commission  
P.O. Box 429  
Trenton, New Jersey 08625-0429

Please find enclosed the current collective bargaining agreement between the Mine Hill Township Board of Education and the Mine Hill Teachers Association. This contract expires on June 30, 2011.

Please contact me at 973-366-0590, if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Katine M. Slunt', with a long horizontal flourish extending to the right.

Katine M. Slunt  
Business Administrator/ Board Secretary  
Mine Hill Township Board of Education

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## **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. Excluded are: Administrators, Principals, Vice Principals, Clerks, Secretaries, Teacher Aides, Custodians, Transportation personnel, Cafeteria personnel, Business Administrator / Board Secretary, Assistant to the Board Secretary, and any other Board of Education office 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 Law 1968, as amended by Chapter 123, 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. The written grievance shall stipulate the clause of the negotiated agreement, Board policy, or administrative decisions under which the grievance is filed. It shall also stipulate the specifics of the alleged violation and the remedy requested, if any.

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 (1) 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 written grievance shall stipulate the clause of the negotiated agreement, Board policy, or administrative decision under which the grievance is filed. It shall also stipulate the specifics of the alleged violation and the remedy requested, if any. 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 8 (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, agenda, 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. Such meetings shall take place at a mutually scheduled time and place.

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. This privilege shall continue as long as the educational program is not interfered with.

D. 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.

E. 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.

F. 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, fifteen (15) minutes which shall include a duty-free lunch period. Effective July 1, 2008, the daily schedule shall be arranged to ensure nine (9) additional minutes of instructional time, but shall not extend the total length teacher of the work day.

3. (a) Teachers shall be required to report for duty fifteen (15) minutes before the opening of the pupils’ day, and shall be permitted to leave ten (10) 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.

(b) Effective 9/1/94, for speech, instrumental music teachers and for each non-regular classroom teacher hired after 6/30/94, including all specialists (such as librarians, art, music, physical education, special education teachers, child study team members, etc., the workday may begin during an extended learning period scheduled before or after the start of the regular students’ day. The scheduled end (or beginning) of such teachers’ workday shall be correspondingly adjusted to respect the contractual workday. If a faculty meeting occurs on an extended workday, flex time and part time teachers shall be excused from attending the faculty meeting. If attendance is required, they will be paid at the hourly rate for the time between the end of their workday and the end of the meeting.

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, including one (1) day before the start of school and two (2) professional development days. The teachers’ last day will be the same as the students. 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 full time teachers shall have a forty (40) 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 full time 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. In such an emergency, teachers shall be remunerated with compensatory time.

6. All part time teachers shall have three duty free preparation periods per week. These periods would be subject to emergency use by the Administration. In such an emergency, teachers shall be remunerated with compensatory time.

D. 1. Full-time 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 ten (10) 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.

E. Teachers doing professional presentations to parents, colleagues or the Board of Education outside the regular work day shall be compensated at the curriculum/instruction rate.

a. All presentations outside of the regular school day will be paid at 1 hour preparation for every 1 hour presentation at the instruction rate for the first time the presentation is given in an academic year. Subsequent presentations in the same year will be paid for presentation time only.

b. Presentations taking place during the school day will be compensated for preparation time only. Preparation time shall take place outside the regular school day.

F. The music teacher's participation in the Memorial Day performance shall be compensated as three hours at the curriculum/instruction rate.

## **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 Teachers' Salary Guide based upon the recommendation of the Chief School Administrator to the Board. Full, partial or no credit may be given for previous employment in New Jersey public teaching experience upon initial employment. In making recommendations for initial placement of a newly employed teacher on the Teachers' Salary Guide, the Chief School Administrator will recommend credit with due regard to the existing salary guide placement of teachers with similar experience in the district, such that no newly hired teacher, with similar New Jersey public school experience will be placed on a higher step than any existing teacher of similar experience. 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 receive written notification of known vacancies by March 31. Teachers desiring to change subject or grade level must notify the Superintendent in writing by April 15. Teachers shall be notified of their contract and salary status for the next school year no later than May 15 or such dates as is mandated by statute or regulation. To the extent possible, teachers will be notified of any change in subject or grade level by June 1. Notice of new or vacated positions that become available after the last day of work in June will be e-mailed to all staff members via school e-mail addresses. These notices will include the title of the position available, its hours and the deadline for application.

F. All qualified teachers shall be given adequate opportunity to make application for summer school employment. In filling such positions, preference shall be given to qualified teachers already employed by the Board.



G. New stipend positions or stipend positions not currently filled will be posted. Teachers currently employed in stipend positions will be asked by an administrator in the spring if they want to continue in that position for the following school year. If they wish to continue, reappointment will take place by a summer Board meeting. If a teacher does not wish to continue in that position for the following year, the position will be posted.

## **ARTICLE IX**

### **SALARIES/COMPENSATION**

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 a percentage of their monthly salary deducted from their pay towards a summer payment plan. These deductions shall be deposited with Tri-Co Credit Union, Morristown, New Jersey, or another banking facility so designated by MHTA.

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 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. Ten hours of program = 1 C E U.

B. Compensation for teachers employed in stipend activities is listed in Schedule B.

## ARTICLE X

### TEACHER ASSIGNMENT

A. 1. All teachers shall be given written notice of their class and/or subject assignments for the forth-coming 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 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 current IRS accepted rate at the time of the trip (retroactive from November 1, 1995).

## **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 reassignments, the wishes of the individual teacher shall be considered 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.

## **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.

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/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.

1. 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.

2. 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 chair person. 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 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' restrooms.

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.

## 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. 1. 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.

- (a) All leaves may be subject to the following conditions and considerations:
1. Recommendation of the attending physician.
  2. Concurrence of the Board's medical director.
  3. Previous attendance record.
  4. 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

2. 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.

3. 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 hereinabove 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) work days, without loss of pay, for personal business during the school year, upon notification to the Chief School Administrator. Unused personal days shall accumulate towards 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 in-service 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 cumulative 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.

a. Teachers who request professional days and are denied by the principal shall be given a written reason for the denial. A teacher may appeal a denial, in writing, to the Superintendent.

b. Copies of all requests for professional days will be given to the MHTA after approval or denial.

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. Up to five (5) consecutive school days in the event of death of a teacher's spouse, registered domestic partner, bona fide civil union partner, child, step-child, parent, step-parent, father-in-law, mother-in-law, brother, or sister. 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, registered domestic partner, bona fide civil union partner, 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.

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 April 30, preceding the school year in which leave is granted. Such leave shall encompass one (1) entire school year commencing September 1 and ending August 31 of the following year. A teacher given such leave must inform the Chief School Administrator of his/her intention to return by April 30 of the school year in which the leave was granted. Formal written reports shall be submitted to the Chief School Administrator on a three month basis. Failure to comply may result in the termination of leave at the discretion of the Chief School Administrator. 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**

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. a. To pay 75% of the tuition rate of a New Jersey State College incurred in connection with any course taken by the teacher on approval of the Chief School Administrator. Course descriptions must be submitted as part of the approval process. Reimbursement will take place at the time of completion of the course, with a grade of B or better, and will be limited to twelve (12) credits per year per teacher. In order to be paid, the proof of payment and the grade report must be provided.

b. Teachers voluntarily leaving the District after receiving tuition reimbursement within one year of accepting payment will reimburse the Board 100% of the funds received. Teachers leaving within two years will reimburse the Board 50% of the funds received.

B. 1. The Board agrees to withhold from the pay of a mentored teacher

the annual mentoring fee required by the State. These funds will be paid over to the mentor teacher within two (2) Board meetings of the completion of the mentor's obligations. If State aid is available for mentoring fees, the Board will make timely application for it and any aid received will be reimbursed to the mentored teacher.

2. The Board will comply with all of the State regulations regarding the assignment of mentors.

3. The Board will make an effort to provide the mentor and the mentored teacher with common time so the mentor can provide assistance to the mentored teacher.

C. The Board agrees to pay up to \$3000.00 reimbursement of costs based on the actual expenses, upon successful completion/award of National Board Certification.

Teachers voluntarily leaving the District after receiving reimbursement within one year of accepting payment for the costs of National Board Certification, shall reimburse 100% of the funds received. Teacher leaving within two years shall reimburse the Board 50% of the funds received.



## **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. 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.

C. 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

For the duration of this contract, the Board of Education will provide the following total insurance package:

1. Coverage per employee for the following:
  - a. New Jersey State Health Benefits Plan
  - b. Dental
  - c. Prescription

2. In addition to the individual employee coverage, the Board will provide for dependent coverage.

3. The total cost of both individual and dependent coverage shall not exceed the sum of \$11,200.00.\* included under this coverage in 2008-2009:

- a. New Jersey State Health Benefits Plan
- b. Dental
- c. Prescription

\*Effective July 1, 2009, the cap shall increase to \$11,300.

\*Effective July 1, 2010, the cap shall increase to \$11,500.

If the combined individual/dependent premiums rise above the cap, the employee shall be required to reimburse such cost to the Board. Such reimbursement will be made through salary deductions as specified in Article XXII of this contract.

4. Effective July 1, 2006, unit members enrolled in a Board sponsored medical plan shall contribute to the premiums on a pro rata basis based upon a point value system. The point value system determines the individual contribution toward the difference between the individual premium and the cap.

The point classification is based upon the plan enrollment as follows:

- Single = 1 point
- Parent/Child = 2 points
- Married/Spouse = 2 points
- Family = 3 points

The value of "one point" is determined by multiplying the applicable number of points times the number of people in each category and then using that total and dividing it into the sum of the differences between the individual caps and the individual premiums. The value of one point is then pro rated over the participants.

5. The Board shall make payments of insurance premiums to provide insurance coverage for the full twelve (12) month period, commencing September 1 and ending August 31.

6. The value of one (1) point will be recalculated twice yearly, once in January and once in September and the contribution for insurance coverage for each individual teacher will be recalculated at the same time. Changes in contributions will be effective on January 1 and September 1 of each year.

7. The dental and prescription coverage shall be chosen by the Board upon concurrence with the Association. Effective July 1, 2006, the prescription plan shall no longer be offered through a stand alone plan. The prescription plan shall convert to reimbursement through Major Medical and employees shall be reimbursed per the Major Medical rate according to the provider.

8. The Board agrees to provide a Section 125 Premium Reduction Plan to help offset the costs of health, dental, and prescription premiums by the use of pre-tax dollars. The Board agrees to pay the costs of instituting and maintaining the plan.

9. The Board agrees to establish and pay the initial administration fees to establish a flexible spending account plan. Participating teachers will be responsible for paying the monthly fee associated with the plan.

## **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 233, New Jersey Public Laws of 1969 (N.J.S.A. 52:14-15 9E) 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. 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 Savings Bonds
- h. Medical benefit premium contributions

## **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, NJ 07801
2. If by Board, to Association at:  
Canfield Avenue School  
Canfield Avenue  
Mine Hill, NJ 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. The Association shall indemnify and hold harmless the Board against any claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise of out, or by reason of, any action taken or not taken by the Board in conformance with this provision.

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 fifteen (215) days as a teacher in the Mine Hill Township Schools, provided that prior written notice is received by the Chief School Administrator.

Effective July 1, 2008, the daily rate shall be \$60.00 per day if the retirement is of June 30, and notice is provided by January 1 of the year of retirement. If the effective date of the retirement is any time other than June 30, the daily rate shall be \$40.00 per day, regardless of the date notice is provided. These time requirements shall not apply in the event of involuntary retirement. Payout of the accumulated time shall be in two (2) installments, beginning in the year of retirement, one in June and the second in January provided the employee notifies the Board pursuant to this Article XXV.

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**

### **EDUCATION, CREDIT AND LONGEVITY**

A. After initial placement on the teachers' salary guide, any additional credits earned will result in a credit salary adjustment. Upon completion of six credits towards the next salary guide column, an adjustment will be made which is equal to 20% of the difference between the columns.

B. The following longevity schedule is in effect for all teachers hired before September 1, 1987 (effective 1992-93 school year)

At the beginning of 17 years of service teachers will receive a total of \$500.00

At the beginning of 18 years of service teachers will receive a total of \$1,000.00

At the beginning of 19 years of service teachers will receive a total of \$1,500.00

At the beginning of 20 years of service teachers will receive a total of \$2,000.00

At the beginning of 21 years of service teachers will receive a total of \$2,500.00

At the beginning of 22 years of service teachers will receive a total of \$3,000.00

At the beginning of 23 years of service teachers will receive a total of \$3,500.00

At the beginning of 24 years of service teachers will receive a total of \$4,000.00

At the beginning of 25 years of service teachers will receive a total of \$4,500.00

C. The following longevity schedule is in effect for all teachers hired after September 1, 1987:

At the beginning of 20 years of service in the district teachers will receive a total of \$300.00

At the beginning of 25 years of service in the district teachers will receive a total of \$700.00

At the beginning of 30 years of service in the district teachers will receive a total of \$1,200.00

At the beginning of 35 years of service in the district teachers will receive a total of \$1,700.00

At the beginning of 40 years of service in the district teachers will receive a total of \$2,200.00

No employee hired after December 31, 1993 shall receive longevity.

## **ARTICLE XXVII 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.

**ARTICLE XXVIII  
DURATION OF AGREEMENT**

A. This Agreement shall be effective as of July 1, 2008 and shall continue in effect until June 30, 2011, 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 TOWNSHIP  
BOARD OF EDUCATION

BY , President

BY , President

BY , Secretary

BY , Secretary

SEAL

# SCHEDULE A SALARY GUIDES

Year 1  
2008-09

Salary Guide Step	BA	1,275 BA+30	3,825 MA	5,738 MA+30	7,650 Phd.
1	44,833	46,108	48,658	50,571	52,483
2	45,333	46,608	49,158	51,071	52,983
3	45,333	46,608	49,158	51,071	52,983
4	45,933	47,208	49,758	51,671	53,583
5	45,933	47,208	49,758	51,671	53,583
6	46,708	47,983	50,533	52,446	54,358
7	46,708	47,983	50,533	52,446	54,358
8	47,843	49,118	51,668	53,581	55,493
9	49,028	50,303	52,853	54,766	56,678
10	50,693	51,968	54,518	56,431	58,343
11	52,458	53,733	56,283	58,196	60,108
12	54,323	55,598	58,148	60,061	61,973
13	56,288	57,563	60,113	62,026	63,938
14	58,453	59,728	62,278	64,191	66,103
15	60,818	62,093	64,643	66,556	68,468
16	63,383	64,658	67,208	69,121	71,033
17	66,148	67,423	69,973	71,886	73,798
18	69,113	70,388	72,938	74,851	76,763
19	72,278	73,553	76,103	78,016	79,928
20	75,643	76,918	79,468	81,381	83,293
21	79,208	80,483	83,033	84,946	86,858
22	82,973	84,248	86,798	88,711	90,623

# SCHEDULE A

Year 2  
2009-2010

260

390

Salary Guide Step	BA	1,300 BA+30	3,900 MA	5,850 MA+30	7,800 PhD
1	46,523	47,823	50,423	52,373	54,323
2	46,523	47,823	50,423	52,373	54,323
3	47,123	48,423	51,023	52,973	54,923
4	47,123	48,423	51,023	52,973	54,923
5	47,823	49,123	51,723	53,673	55,623
6	47,823	49,123	51,723	53,673	55,623
7	48,623	49,923	52,523	54,473	56,423
8	48,623	49,923	52,523	54,473	56,423
9	49,638	50,938	53,538	55,488	57,438
10	51,653	52,953	55,553	57,503	59,453
11	53,788	55,088	57,688	59,638	61,588
12	56,023	57,323	59,923	61,873	63,823
13	58,358	59,658	62,258	64,208	66,158
14	60,793	62,093	64,693	66,643	68,593
15	63,328	64,628	67,228	69,178	71,128
16	65,963	67,263	69,863	71,813	73,763
17	68,698	69,998	72,598	74,548	76,498
18	71,533	72,833	75,433	77,383	79,333
19	74,468	75,768	78,368	80,318	82,268
20	77,603	78,903	81,503	83,453	85,403
21	80,938	82,238	84,838	86,788	88,738
22	84,473	85,773	88,373	90,323	92,273

# SCHEDULE A

Year 3  
2010-2011

Salary Guide Step	BA	265	3,975	3 97. 6 0	7,950
		1,325		5,963	
		BA+30	MA	MA+30	PhD
1	47,875	49,200	51,850	53,838	55,825
2	48,375	49,700	52,350	54,338	56,325
3	48,375	49,700	52,350	54,338	56,325
4	48,975	50,300	52,950	54,938	56,925
5	48,975	50,300	52,950	54,938	56,925
6	49,675	51,000	53,650	55,638	57,625
7	49,675	51,000	53,650	55,638	57,625
8	50,485	51,810	54,460	56,448	58,435
9	50,485	51,810	54,460	56,448	58,435
10	52,595	53,920	56,570	58,558	60,545
11	54,795	56,120	58,770	60,758	62,745
12	57,085	58,410	61,060	63,048	65,035
13	59,470	60,795	63,445	65,433	67,420
14	61,955	63,280	65,930	67,918	69,905
15	64,545	65,870	68,520	70,508	72,495
16	67,245	68,570	71,220	73,208	75,195
17	70,055	71,380	74,030	76,018	78,005
18	72,985	74,310	76,960	78,948	80,935
19	76,035	77,360	80,010	81,998	83,985
20	79,215	80,540	83,190	85,178	87,165
21	82,525	83,850	86,500	88,488	90,475
22	85,973	87,298	89,948	91,936	93,923

## SCHEDULE B

*Extra Curricular Stipends increase by 4.5% in 2008-09, increase by 4.4% in 2009-10 and increase by 4.3% in 2010-11.*

<u>ACTIVITY</u>	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>
ESPA Trainer	926.60	967.37	1008.97
Evening EMC	926.60	967.37	1008.97
Evening Internet	926.60	967.37	1008.97
Literary Magazine	926.60	967.37	1008.97
Literary Magazine	926.60	967.37	1008.97
Math Coordinator	926.60	967.37	1008.97
Reading Coordinator	926.60	967.37	1008.97
Special Subject Coordinator	926.60	967.37	1008.97
Technology Coordinator	926.60	967.37	1008.97
ESPA Review Class	741.28	773.90	807.18
Family Art I	741.28	773.90	807.18
Family Art II	741.28	773.90	807.18
Family Computers I	741.28	773.90	807.18
Family Internet I	741.28	773.90	807.18
Family Math I	741.28	773.90	807.18
Family Math II	741.28	773.90	807.18
Family Music I and II	741.28	773.90	807.18
Family Reading I and II	741.28	773.90	807.18
Family Reading I and II	741.28	773.90	807.18
Family Science I and II	741.28	773.90	807.18
Family Science I and II	741.28	773.90	807.18
Family Science I and II	741.28	773.90	807.18
Family Science I and II	741.28	773.90	807.18
Family Tools and Technology I	741.28	773.90	807.18
Newsletter – Horizon	741.28	773.90	807.18
Web Master	741.28	773.90	807.18
Accelerated Reader (Grades 1-3)	617.74	644.92	672.65
Accelerated Reader (Grades 4-6)	617.74	644.92	672.65
Yearbook	617.74	644.92	672.65
Yearbook	617.74	644.92	672.65
Service Club	370.64	386.95	403.59
6th Grade Talent Show	247.09	257.96	269.05
Student Council	123.55	128.98	134.53
Student Council	123.55	128.98	134.53
Jump Ahead	29.40/hr	30.69/hr	32.01/hr
Curriculum Writing	29.40/hr	30.69/hr	32.01/hr
Home Instruction	29.40/hr	30.69/hr	32.01/hr
Detention Monitor	22.60/hr	23.60/hr	24.62/hr
Instruction Outside the Regular School Day	29.40/hr	30.69/hr	32.01/hr

**Sidebar Agreement Between the  
Mine Hill Township Board of Education  
And the  
Mine Hill Teachers Association**

The Mine Hill Township Board of Education ("Board") and the Mine Hill Teachers Association ("Association") are parties to a Collective Bargaining Agreement ("Agreement") for the period July 1, 2008 through June 30, 2011.

Pursuant to Article VI, Paragraph C(5) of the Agreement, a number of teachers have accumulated 'compensatory time' for preparation periods that they were unable to take. More specifically, twenty three (23) teachers have a total of 128.5 periods of compensatory time due them. It appears unlikely that the Board will be able to schedule this compensatory time. Accordingly, the Board and the Association have agreed that these teachers (a list is attached) shall be paid for their accumulated compensatory time at the 2008-09 Curriculum and Instruction rate (\$30.69 per hour) pro-rated on a per period basis (\$20.97 per period).

Going forward, the parties agree that if compensatory time cannot be scheduled within twenty four (24) hours, the teacher shall receive a pro-rata portion of the Curriculum and Instruction rate for the lost period.

The remaining terms and conditions of the parties' Agreement shall remain in full force and effect, without modification. This Addendum shall become a part of the Agreement.

IN WITNESS THEREOF, the parties hereto have set their hand and seals to this Addendum.

MINE HILL TOWNSHIP BOARD  
OF EDUCATION

MINE HILL TEACHERS  
ASSOCIATION

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:  
By: \_\_\_\_\_  
Board Secretary

Attest:  
By: \_\_\_\_\_  
Secretary

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**Total Owed Preps as of June 2009**

<b>Staff Member</b>	<b>Total Owed Preps</b>	<b>Compensation</b>
Amato, Lindsay	2	✓ \$41.94
Colquhoun, Joan	1	\$20.97
Condon, Karen	1	✓ \$20.97
Day, Susan	0	0
Eastman, Michelle	5	✗ \$104.85
Granger, Karen	4	✓ \$83.88
Hansen, Debra	5	✓ \$104.85
Hertz-Neglia, Tabitha	0	0
Holman, Lansing	14	✓ \$293.58
Kim, Kay	1	✓ \$20.97
Kenlon, Susan	3	✗ \$62.91
Kenny, Melissa	0	0
Kraus, Justin	2	✓ \$41.94
Lansdell, Diane	4	✓ \$83.88
Leeds, Janet	1	✗ \$20.97
Meehan, Karyl	11	✓ \$230.67
Millman, Merri	14	✓ \$293.58
Minno, Betty Lou	2	✓ \$41.94
Nunnermacker, Margaret	3	✓ \$62.91
Olivo, Lu	3	✓ \$62.91
Pyrzynski, Cindy	0	0
Quinn, Dorothy	0	0
Ramacciotti, Jill	0	0
Saul, Kim	0	0
Seidel, Nancee	12	✓ \$251.64
Steele, Theresa	0	0
Strittmatter, Margaret	13	✓ \$272.61
Tangney, Ryanne	0	0
Wohn, Jane	7	✓ \$146.79
<b>TOTAL</b>	<b>108</b>	<b>\$2,264.76</b>

Hertz, Tabitha

2.50

✗ 53.10

**Sidebar Agreement Between the  
Mine Hill Township Board of Education  
And the  
Mine Hill Teachers Association**

The Mine Hill Township Board of Education ("Board") and the Mine Hill Teachers Association ("Association") are parties to a Collective Bargaining Agreement ("Agreement") for the period July 1, 2008 through June 30, 2011.

The parties agree to the creation of a new extra-curricular position of "Outside Duty Beyond Contracted Day" effective with the 2010-2011 academic year. The position will be added to Schedule B of the Agreement.

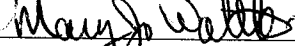
The parties hereby agree that the position shall be compensated at the hourly rate as follows:

<b><u>ACTIVITY</u></b>	<b><u>2010-2011</u></b>
Outside Duty Beyond Contracted Day	\$24.62 per hour


The remaining terms and conditions of the parties' Agreement shall remain in full force and effect, without modification. This Addendum shall become a part of the Agreement.

IN WITNESS THEREOF, the parties hereto have set their hand and seals to this Addendum.

MINE HILL TOWNSHIP BOARD  
OF EDUCATION

By:   
Board President

Date: 9/10/10


Attest:  
By:   
Board Secretary

Date: 10/20/10

MINE HILL TEACHERS ASSOCIATION

By:   
President

Date: 9/10/10

Attest:  
By:   
Secretary

Date: 10/20/10