### **AGREEMENT**

between the

# MINE HILL TOWNSHIP BOARD OF EDUCATION

and the

## MINE HILL TEACHERS ASSOCIATION

July 1, 2023 through June 30, 2026

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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 this negotiated agreement, 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 between the hours of 7:00 a.m. and 6:00 p.m. for meetings related to Association business which occur 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. Upon the advance request of the Association, the Chief School Administrator may, at his/her discretion, grant access to the school building at other hours as District and Association needs may require. 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 for distribution of materials related to Association business. All other requests to use the school mail boxes for any reason, including distribution of non-Association-related materials or documents, shall be approved in advance by the Principal or designee.
- 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.
- 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 except that, for coverage purposes, one-quarter (1/4) of the staff shall remain on these days until 3:30 on a rotating basis.
- (b) 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.
- (c) Instrumental/Music teachers will receive additional compensation for periods taught before school (i.e., zero period). The additional compensation will be prorated based on the teacher's annual salary. For purposes of this section, a "zero period" is defined as a full period held before school for the purposes of band and chorus rehearsals and is not a regularly scheduled class period. Zero periods will not be scheduled absent prior approval from the Superintendent or his/her designee.
- 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. New hires to the District will work an additional day (totaling 186), beginning in the 2014-2015 school year.
- 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 instruction rate.
- 1. All presentations outside of the regular school day will be paid at .5 hours of preparation for every 1 hour of 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.
- 2. 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 instruction rate.

G. <u>Conferences.</u> There will be 2 evening conferences and one daytime conference. Teachers will be given a half day on conference days. The MHTA and administration recognize that there may be some flexibility in how these days will be scheduled and will cooperate in doing so. Conferences will be held twice a year.

### 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. Morning Assignments. Staff members may be assigned to duties beginning at their reporting time (currently 8:15 A.M.). Representatives of the MHTA and the administration will meet to determine a reasonably equitable distribution of these assignments.
- 3. Teachers will be responsible for collecting forms and payments related to school and PTA activities and programs.
- 4. 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 home/school/community events which may be of interest.

# 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. 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.
- F. 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 Visions Credit Union, Morristown, New Jersey, or another banking facility so designated by MHTA.
- 3. Except for the December holiday break period, 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. Paychecks in December will be issued on the 15<sup>th</sup> and 30<sup>th</sup> of the month as set forth in A(1), above.
  - 4. Teachers shall receive their final checks on June 30<sup>th</sup>.
- B. Compensation for teachers employed in stipend activities is listed in Schedule B.
- C. Teachers shall have the option of a twelve (12) month pay period. Teachers must communicate, in writing, their desire for this option at a time and in a manner determined by the Board, which will be communicated to employees prior to the beginning of each school year. Employees who opt for the 12-month pay period will be paid at the same times as other 12-month employees. Under this option, the entire year's payroll deductions, including all taxes, Social Security, benefit contributions and similar deductions, shall be taken during the 10-month pay cycle as if the employee did not choose the 12-month option.

#### 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 rate established by the New Jersey Office of Management and Budget (OMB).
- 2. In order to be eligible for reimbursement for mileage or other travel-related expenses, teachers must have proof of valid or current driver's license, vehicle registration and motor vehicle insurance on file in the District Business Office.

# 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.
- C. 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.

# 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. 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.
- 11. The Board will provide each teacher with the necessary technology (hardware and software) to perform his/her teaching duties, as may be determined by the Board to be necessary (e.g., laptop or Chromebook). Any distributed technology device shall remain the property of the District and the use of such device is governed by District policy and procedure. Each device shall be maintained and serviced by a technician on an as-needed basis. In the event that a device is purposely damaged or destroyed by the staff member, the Board may require the staff member to reimburse the District for the cost of same at the Superintendent's discretion.
- 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. The District will provide each teacher with an electronic accounting of his/her accumulated sick leave balance through the District's online absence management program.
- C. The use of a sick day on any day when school is in session shall mean the deduction of one full day of sick leave from a teacher's allowance, including when school is scheduled for a shortened day or when parent-teacher conferences are scheduled on the same night.
- D. 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. Upon the conclusion of each school year, an employee's unused personal days shall be converted to sick leave and added to the individual's sick leave balance for retirement purposes. Unused personal days may not be used in future years except as set forth herein. These days shall then immediately be eligible for use as sick leave in accordance with law and with the terms of this Agreement.
  - 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 or on the day immediately preceding or following a holiday or recess period.
  - 4. No more than three (3) teachers may be granted advance personal leave on any given day. Priority will be established in the order of the requests received. The Superintendent may waive this limitation on a case-by-case basis.
  - 5. 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, 3 or 4, 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 upon the Association's or teacher's request.
- 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. Up to three (3) consecutive school days in the event of the death of a teacher's grandparent. 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.
- 6. Up to four (4) days in the event of the illness of a teacher's parent, spouse, registered domestic partner, bona fide civil union partner, or child.
- 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 <u>de facto</u> 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. a. To pay 75% of the Montclair State University resident per-credit graduate tuition rate 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. Mentoring

- 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 \$3,000.00 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.

E. Salary guide movement from one column to another will be effective each September 1<sup>st</sup>. All employees desiring to advance across the salary guide from one column to another due to degree credit or attainment of advanced degree(s) must notify the Business Office by January 31<sup>st</sup> of the school year prior to the applicable date of such movement. Each notification shall be valid for one year. Employees who notify the District of a potential or expected lateral movement on the guide, and do not move as expected or attain the required credits for same, must re-notify the District of a potential move each successive school year by January 31st for movement to be applicable under this Section.

# 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. School Employees' Health Benefits Program
  - b. Dental
  - c. Prescription
- 2. In addition to the individual employee coverage, the Board will provide for dependent coverage.
- 3. Effective July 1, 2014, staff members will be placed on the premium contribution tables established by Ch. 78, P.L. 2011 based on the level of benefits they choose (family, single, 2 adult or parent and child) and their incomes. The premium contribution will be based on medical and prescription. Dental premiums will be calculated at the same rate as Tier IV. Effective July 1, 2015, the 2014-15 Tier IV contributions will be the cap.
- 4. 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.
- 5. 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 standalone 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.
- 6. Staff members who waive all insurance coverage will receive an annual payment, paid in two installments (by December 30 and June 30). Waiver amount will be based upon actual coverage level at the time of waiver:
  - a. Single \$2,500
  - b. Husband/Wife or Parent/Child \$3,000
  - c. Family \$4,000.

- 7. 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.
- 8. 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 Visions 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. Flexible Spending Account;
  - h. Medical benefit premium contributions; and
  - i. Aflac.

## 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 via email to all teachers now employed or hereafter employed. Paper copies of the Agreement will be provided upon individual request.
- 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 via email or registered letter at the following addresses:
  - 1. If by Association, to Board at:

Canfield Avenue School Canfield Avenue Mine Hill, NJ 07803

If via email: To the Chief School Administrator and/or Business

Administrator

2. If by Board, to Association at:

Canfield Avenue School
Canfield Avenue
Mine Hill, NJ 07803
If via email, to the Association President(s).

- 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. Teachers shall attend Back-to-School Night, Parent/Teacher Conferences and a minimum of one (1) additional evening activity or event involving students (e.g., dances, PTA sponsored activities or student performances). To the extent possible, events shall be agreed-upon by the Principal and Association by September 30<sup>th</sup> of each school year to

ensure adequate coverage. Teachers are further encouraged to attend any other dances, PTA sponsored activities, special activities where students perform and MHTA-sponsored community events which may be of interest.

#### 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. A teacher who voluntarily retires from the District after ten (10) years or more of regularly appointed service in the Mine Hill Township Schools shall receive a lump sum payment for accumulated unused sick leave, up to and including a maximum of two hundred (200) 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, 2023, the daily rate shall be \$75.00 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 \$55.00 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. In the event of the death of a teacher employed under this contract, their surviving heir shall be entitled to the benefits described above if permitted by law.

#### ARTICLE XXVI EDUCATION, CREDIT AND LONGEVITY

- A. After initial placement on the teachers' salary guide, additional credits earned (pursuant to Article XIX A.3) will result in a credit adjustment. Salary adjustments are only made at the increments reflected in Schedule A.
- B. Employees hired prior to September 1, 2017 and who experienced a step freeze during the 2014-2017 agreement shall be eligible for longevity as follows:

After 10 years of service in the District, eligible teachers will receive a total of \$750.

After 15 years of service in the District, eligible teachers will receive a total of \$1,000.

After 20 years of service in the District, eligible teachers will receive a total of \$1,200.

After 25 years of service in the District, eligible teachers will receive at total of \$1,600.

After 30 years of service in the District, eligible teachers will receive a total of \$2,000.

No employee hired after September 1, 2017 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, 2023 and shall continue in effect until June 30, 2026, 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 TOWNSHIP
BOARD OF EDUCATION

BY

BY

President

NINE HILL TOWNSHIP
BOARD OF EDUCATION

BY

President

NINE HILL TOWNSHIP
BOARD OF EDUCATION

BY

President

BY

Resident

SEAL

, Secretary

#### SCHEDULE A SALARY GUIDES

#### <u>Year 1</u> 2023-2024

Step	BA	BA+18	BA+36	MA	MA+18	MA+36	MA+54	PHD
1-2	58,435	59,260	60,360	62,560	63,798	65,035	66,273	66,685
3	58,935	59,760	60,860	63,060	64,298	65,535	66,773	67,185
4	59,435	60,260	61,360	63,560	64,798	66,035	67,273	67,685
5	60,035	60,860	61,960	64,160	65,398	66,635	67,873	68,285
6	60,735	61,560	62,660	64,860	66,098	67,335	68,573	68,985
7	61,540	62,365	63,465	65,665	66,903	68,140	69,378	69,790
8	62,590	63,415	64,515	66,715	67,953	69,190	70,428	70,840
9	64,490	65,315	66,415	68,615	69,853	71,090	72,328	72,740
10	67,170	67,995	69,095	71,295	72,533	73,770	75,008	75,420
11	69,900	70,725	71,825	74,025	75,263	76,500	77,738	78,150
12	72,450	73,275	74,375	76,575	77,813	79,050	80,288	80,700
13	75,050	75,875	76,975	79,175	80,413	81,650	82,888	83,300
14	77,650	78,475	79,575	81,775	83,013	84,250	85,488	85,900
15	80,350	81,175	82,275	84,475	85,713	86,950	88,188	88,600
16	83,150	83,975	85,075	87,275	88,513	89,750	90,988	91,400
17	86,000	86,825	87,925	90,125	91,363	92,600	93,838	94,250
18	88,900	89,725	90,825	93,025	94,263	95,500	96,738	97,150
19	92,190	93,015	94,115	96,315	97,553	98,790	100,028	100,440
20	92,690	93,515	94,615	96,815	98,053	99,290	100,528	100,940

Effective July 1, 2020, the following columns shall be eliminated: BA+6, BA+12, BA+24, BA+30, BA+42, BA+48, BA+54, MA+6, MA+12, MA+24, MA+30, MA+42, and MA+48. Teachers placed on these columns as of June 30, 2020 are grandfathered and shall be permitted to remain, and may progress to the next column as listed above upon achievement of those credits. Employees not placed on the eliminated columns as of June 30, 2020 are ineligible to move to one of the eliminated columns, and may progress through the guide as set forth herein.

<u>Year 2</u> 2024-2025

Step	BA	BA+18	BA+36	MA	MA+18	MA+36	MA+54	PHD
1	58,895	59,720	60,820	63,020	64,258	65,495	66,733	67,145
2-3	59,145	59,970	61,070	63,270	64,508	65,745	66,983	67,395
4	59,645	60,470	61,570	63,770	65,008	66,245	67,483	67,895
5	60,245	61,070	62,170	64,370	65,608	66,845	68,083	68,495
6	60,945	61,770	62,870	65,070	66,308	67,545	68,783	69,195
7	61,805	62,630	63,730	65,930	67,168	68,405	69,643	70,055
8	62,800	63,625	64,725	66,925	68,163	69,400	70,638	71,050
9	64,700	65,525	66,625	68,825	70,063	71,300	72,538	72,950
10	67,300	68,125	69,225	71,425	72,663	73,900	75,138	75,550
11	69,900	70,725	71,825	74,025	75,263	76,500	77,738	78,150
12	72,450	73,275	74,375	76,575	77,813	79,050	80,288	80,700
13	75,050	75,875	76,975	79,175	80,413	81,650	82,888	83,300
14	77,740	78,565	79,665	81,865	83,103	84,340	85,578	85,990
15	80,490	81,315	82,415	84,615	85,853	87,090	88,328	88,740
16	83,290	84,115	85,215	87,415	88,653	89,890	91,128	91,540
17	86,140	86,965	88,065	90,265	91,503	92,740	93,978	94,390
18	89,040	89,865	90,965	93,165	94,403	95,640	96,878	97,290
19	92,190	93,015	94,115	96,315	97,553	98,790	100,028	100,440
20	93,190	94,015	95,115	97,315	98,553	99,790	101,028	101,440

Effective July 1, 2020, the following columns shall be eliminated: BA+6, BA+12, BA+24, BA+30, BA+42, BA+48, BA+54, MA+6, MA+12, MA+24, MA+30, MA+42, and MA+48. Teachers placed on these columns as of June 30, 2020 are grandfathered and shall be permitted to remain, and may progress to the next column as listed above upon achievement of those credits. Employees not placed on the eliminated columns as of June 30, 2020 are ineligible to move to one of the eliminated columns, and may progress through the guide as set forth herein

Year 3 2025-2026

Step	BA	BA+18	BA+36	MA	MA+18	MA+36	MA+54	PHD
	50.150	50.075	(1000					
1	59,150	59,975	61,075	63,275	64,513	65,750	66,988	67,400
2	59,400	60,225	61,325	63,525	64,763	66,000	67,238	67,650
3-4	59,650	60,475	61,575	63,775	65,013	66,250	67,488	67,900
5	60,250	61,075	62,175	64,375	65,613	66,850	68,088	68,500
6	60,950	61,775	62,875	65,075	66,313	67,550	68,788	69,200
7	61,810	62,635	63,735	65,935	67,173	68,410	69,648	70,060
8	62,800	63,625	64,725	66,925	68,163	69,400	70,638	71,050
9	64,700	65,525	66,625	68,825	70,063	71,300	72,538	72,950
10	67,300	68,125	69,225	71,425	72,663	73,900	75,138	75,550
11	69,900	70,725	71,825	74,025	75,263	76,500	77,738	78,150
12	72,450	73,275	74,375	76,575	77,813	79,050	80,288	80,700
13	75,050	75,875	76,975	79,175	80,413	81,650	82,888	83,300
14	77,750	78,575	79,675	81,875	83,113	84,350	85,588	86,000
15	80,550	81,375	82,475	84,675	85,913	87,150	88,388	88,800
16	83,350	84,175	85,275	87,475	88,713	89,950	91,188	91,600
17	86,200	87,025	88,125	90,325	91,563	92,800	94,038	94,450
18	89,100	89,925	91,025	93,225	94,463	95,700	96,938	97,350
19	92,190	93,015	94,115	96,315	97,553	98,790	100,028	100,440
20	93,690	94,515	95,615	97,815	99,053	100,290	101,528	101,940

Effective July 1, 2020, the following columns shall be eliminated: BA+6, BA+12, BA+24, BA+30, BA+42, BA+48, BA+54, MA+6, MA+12, MA+24, MA+30, MA+42, and MA+48. Teachers placed on these columns as of June 30, 2020 are grandfathered and shall be permitted to remain, and may progress to the next column as listed above upon achievement of those credits. Employees not placed on the eliminated columns as of June 30, 2020 are ineligible to move to one of the eliminated columns, and may progress through the guide as set forth herein

### **SCHEDULE B**

Extra-Curricular Stipends shall be as follows:

ACTIVITY	2023-2026
6տ Grade Advisor	\$1,200.00
Renaissance Administrator	\$720.00
Yearbook	\$1,440
	(\$720.00 each if two advisors)
Service Club	\$550.00
Student Council	\$550.00
Musical Director of Play	\$1,300.00
Assistant Director of Play	\$650.00
Curriculum Coordinators	
Science/Math (Grades 4-6)	\$2,930.00
Lang. Arts/Social Studies (Grades 4-6)	\$2,930.00
Science/Math (Grades K-3)	\$2,930.00
Lang. Arts/Social Students (Grades K-3)	\$2,930.00
Specials (Grades K-6) Breakfast Monitor	\$2,930.00
Safety Patrol Advisor	\$1,150.00
Afterschool Supervision Duties	\$1,440.00 \$475.00
Attensender Supervision Duties	\$473.00
Summer Professional Development	\$140.00/day
Teacher in Charge	\$110.00/day or
Towns in Sharpe	\$55.00/half day
Curriculum Writing	\$38.00/hr
Detention Monitor	\$27.00/hr
Instruction Outside the Regular School	\$38.00/hr
Jump Ahead	\$38.00/hr
Club Instructor	\$38.00/hr
Step	\$38.00/hr