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AGREEMENT BETWEEN

BOARD OF EDUCATION OF THE MAINLAND REGIONAL HIGH SCHOOL DISTRICT

Board of Education

AND

MAINLAND TEACHERS ASSOCIATION

JULY 1, 1982

X Through

June 30, 1984

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PREAMBLE

This is the Agreement entered into this 10th day of 1  
November, 1982, by and between the Mainland Regional Board of 2  
Education hereafter called the "Board" and the Mainland 3  
Teachers' Association, hereinafter called the "Association". 4

ARTICLE I  
RECOGNITION

- A.           The Board hereby recognizes the Association as the  
exclusive representative for purposes of collective negotia-  
tions concerning the terms and conditions of employment for  
certified personnel (as defined in N.J.S.A. 18A:26-2 and  
N.J.A.C. 6:11-12-1 et seq.) not engaged as supervisory  
employees.
- B.           The Term "supervisory employee" is hereby defined as  
meaning an employee having the power to hire, evaluate, dis-  
charge discipline or effectively recommend the same regard-  
ing any employee in the bargaining unit.
- C.           Unless otherwise indicated, the term "teachers" when  
used hereinafter in this Agreement shall refer to all pro-  
fessional employees represented by the Association in the  
negotiations unit as defined above and references to male  
teachers shall include female teachers.

ARTICLE II  
NEGOTIATIONS PROCEDURE

- A.           The parties agree to enter into collective negotia- 1  
tions over an agreement in accordance with the New Jersey 2  
Employer-Employee Relations Act in a good faith effort to 3  
reach agreement on all matters concerning the terms and 4  
conditions of employment. Such negotiations shall begin 5  
not later than November 1st, of the calendar year preceding 6  
the calendar year in which this agreement expires or not 7  
later than 120 days prior to the date of the school budget 8  
(whichever comes sooner). Any agreement so negotiated 9  
shall apply to all employees covered by the recognition 10  
clause, be reduced to writing, and after ratification by the 11  
Board and the Association, shall be signed and adopted by 12  
both parties. 13
- B.           During negotiations the Board and the Association 14  
shall present relevant data, exchange points of view and 15  
make proposals and counter-proposals. The Board shall make 16  
available to the Association, upon specific request therefor, 17  
any public information concerning negotiations. 18
- C.           Neither party in any negotiations shall have control 19  
over the selection of the negotiating representative of the 20  
other party. The parties mutually pledge that their repre- 21  
sentatives shall be clothed with the necessary power and 22  
authority to make proposals, consider proposals, and make 23  
counter-proposals in the course of negotiations. Any agree- 24  
ment reached by said representative is subject to the approval 25

NEGOTIATIONS PROCEDURE (CONT'D.)

of the respective parties.

- D. During the third week of October, of the calendar year preceding the calendar year in which this agreement expires, or not later than 125 days prior to the date of the school budget election (whichever comes sooner), the Association and the Board shall present to each other at the table a comprehensive set of proposals for negotiations. At that time regular meeting dates shall be established mutually by the parties. Meeting dates shall be adhered to unless cancelled or postponed by either party. All meetings between the parties shall be regularly scheduled, whenever possible, to take place when the teachers involved are free from assigned instructional responsibilities, unless otherwise agreed.
- E. Except as this Agreement shall hereafter 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 or policies of the Board in force on said date, shall continue to be applicable during the term of this Agreement, except that proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.
- F. This agreement incorporates the entire understanding of the parties on all matters which were or could have

NEGOTIATIONS PROCEDURE (CONT'D.)

been the subject of negotiations. During the term of 1  
this Agreement, neither party shall be required to nego- 2  
tiate with respect to any such matter whether or not 3  
covered by this Agreement and whether or not within the 4  
knowledge or contemplation of either or both of the 5  
parties at the time they negotiated or executed this 6  
Agreement. 7

G. This Agreement shall not be modified in whole or 8  
in part by the parties except by an instrument in writing 9  
duly executed by both parties. 10

ARTICLE III

SALARIES AND EMPLOYMENT CONDITIONS

- A. The professional salary guides annexed hereto and made a part hereof shall be in effect for the school years 1982-83 and 1983-84.
- B. The Board of Education hereby reserves the right to withhold increments upon the recommendation of the Superintendent of the Mainland Regional High School.
- C. It is understood that the Superintendent, acting on behalf of the Board of Education, shall have the right to hire an incoming teacher at a salary on or above Step 7 of the salary guide without regard to the step on the guide that his or her experience might otherwise indicate according to this Agreement. In the event that such teacher is employed, it is understood that the annual step progression will be in multiple steps until that teacher attains tenure and his or her proper place on the guide in accordance with this agreement.
- D. When a Guidance Counselor, Youth Study Team Member, Librarian, Media Specialist or Nurse is required by the Administration to be in attendance at school when the majority of the teaching staff is not required to be present, such staff member shall receive a compensation at the rate of one two hundredth (1/200) of the present yearly salary of that employee for each day the employee is required to be in attendance.
- E. There will be a bi-weekly pay plan: when a payday

SALARIES AND EMPLOYMENT CONDITIONS (CONT'D.)

falls on or during a school holiday or week-end, teachers 1  
shall receive their pay check on the last previous working 2  
day. 3

F. Each teacher will receive his final pay check on 4  
his last working day in June provided he has met all his 5  
professional obligations. 6

ARTICLE IV

SALARIES - ATHLETICS

- A.           The Athletics Salary Guides annexed hereto and made   1  
a part hereof shall be in effect for the 1982-1983 and           2  
1983-1984 school years respectively. The 1983-84 guide       3  
shall reflect an increase of 8% over the 1982-83 guide figures. 4
- B.           a. The formula to become basis for the athletic       5  
salary guide.   6
- b. Affirmative Action retroactive to 1977-78       7  
with the understanding that the individual and the Main-       8  
land Teachers Association make nor support any further       9  
claims.   10

EXTRA-CURRICULAR SALARY FORMULA

..

FACTORS

FACTORS	VALUE	FOOTBALL	BASEBALL	SOFTBALL	SOCCER	HOCKEY	BASKETBALL (B)	BASKETBALL (G)	TRACK (B)	SWIMMING	TENNIS (B)	TENNIS (G)	CROSS COUNTRY	GOLF	WRESTLING	TRACK (G)
Daily Practice	.3/.5hr	2.4	1.8	1.8	1.8	2.1	1.8	1.3	1.8	2.1	1.8	1.3	1.8	1.8	1.8	1.9
Weekly Practice	.2/dy	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Length of Season	.5/wk	7.5	6.5	6.5	5.5	5.5	7.5	9.0	7.5	9.0	6.5	6.5	5.0	6.5	8.0	7.5
Number of con- tests	.2/gm	2.2	4.0	4.0	3.6	4.4	3.2	5.0	3.2	3.8	3.4	3.4	3.8	3.6	3.4	2.4
umber of partic- pants per coach																
to 10	1.0															
1 to 16	1.5							1.5			1.5	1.5	1.5	1.5		
7 to 35	2.0	2.0	2.0	2.0	2.0	2.0	2.0		2.0	2.0						2.0
Equipment Resp.	.2/ 1000	7.0	2.0	2.0	1.0	0.6	.6	.6	2.4	.4	.2	.2	.2	.2	2.0	2.4
Safety																
Min.	.5										.5	.5	1.0	.5		
Low	1.0															
Mod.	1.5		1.5	1.5	2.0	2.0	1.5	1.5	1.5	1.5					2.0	1.5
High	2.0															
Highest	2.5															
Mod Hours		1.5	1.0	1.0	1.5	1.5	3.0	3.0	1.0	3.0	0	0	0	0	1.5	1.5
TOTAL POINTS		26	20	20	18	18	23	23	20	22	15	15	14	15	20	20

MAINLAND REGIONAL HIGH SCHOOL  
Linwood New Jersey

SALARIES - ATHLETICS  
1982-1984

Position	Basis	82-83	83-84
Director of Athletics		2560	2765
Assistant Director of Athletics			
Basketball (B)		1865	2014
Basketball (B) - Asst.	60%	1110	1208
Basketball (B) - Freshman	50%	930	1007
Basketball (G)		1865	2014
Basketball (G) - Asst.	60%	1110	1208
Baseball		1620	1750
Baseball - Asst.	60%	970	1050
Baseball - Freshman	50%	810	875
Cross Country (B)		1135	1226
Cross Country - Asst.	60%	681	735
Football		2120	2290
Football - Asst. (4)	60%	1260	1374
Football - Freshman (3)	50%	1055	1145
Golf		1215	1312
Hockey		1460	1577
Hockey - Asst.	60%	870	946
Soccer		1460	1577
Soccer - Asst.	60%	870	946
Softball		1620	1750
Softball - Asst.	60%	970	1050
Softball - Freshman		970	1050

SALARIES - ATHLETICS

(CONT'D.)

<u>POSITION</u>	<u>BASIS</u>	<u>82-83</u>	<u>83-84</u>
Tennis (B)		1215	1312
Tennis (G)		1215	1312
Swimming		1780	1922
Swimming - Asst.	60%	1070	1153
Track (B)		1620	1750
Track (B) - Asst. (2)	60%	970	1050
Track (G)		1620	1750
Track (G) (2)	60%	970	1050
Wrestling		1620	1750
Wrestling - Asst. (2)	60%	970	1050

ARTICLE V

SALARIES - CO-CURRICULAR GUIDE 1982-84

- A. The Co-Curricular Salary Guide annexed hereto and 1  
made a part hereof shall be effective for a period of two years 2  
commencing July 1, 1982. The 1983-84 Guide shall reflect an 3  
increase of 8% over the 1982-83 Guide figures. 4
- B. Explanation for 1982-84 Co-Curricular Salary Guide 5
1. The Board has the right to approve additional co-curricular 6  
activities requested by students and/or staff. Any new 7  
club advisor shall be paid a compensation at least equal to 8  
the lowest co-curricular salary. 9
2. The listing of any co-curricular activity is not a 10  
mandate upon the Board to fill this position. 11
3. Should the Board vary the number of advisors 12  
assigned to a particular club or activity, the parties to this 13  
agreement shall negotiate regarding appropriate changes to 14  
stipends. 15
4. As employees of the Board, advisors shall be provided 16  
with appropriate insurance and legal protection as afforded by 17  
Title 18A. 18
5. All advisors who are responsible for amounts of 18  
money over \$1,000.00 shall be bonded by the Board. 20

CO-CURRICULAR POSITIONS	No. of Ad.	1982-83	1983-84
Art Service Club	1	275	297
Bowling Club	2	250	270
Camping Club	2	450	486
Cheerleaders	2	700	756
Chemistry Club	1	300	324
<u>Class Advisors</u>			
Senior	2	700	756
Junior	2	700	756
Sophomore	2	350	378
Freshman	2	350	378
Discussion Club	1	375	405
Domestic Exchange	1	250	270
Drama - Director	1	600	648
Drama - Producer	1	600	648
Health Careers Club	1	300	324
Hoofprints	1	1,000	1080
Intramurals	1	1,175	1296
Junior Classical League	1	300	324
Literary Club	1	450	485
Marching Units	1	575	621
Math. Club	1	300	324
Montage	2	1,125	1215
National Honor Society	1	375	405

CO-CURRICULAR POSITIONS (CONT'D)	No. of Ad.	1982-83	1993-84
Political Science Club	1	375	405
Rod & Gun Club	1	275	297
Spanish Club	1	300	324
Ski Club	2	250	270
Student Council	2	1,000	1080
War Games Club	1	250	270
Home Instruction		\$11/hr	\$13/hr
Driver Education		8/hr	9/hr
Intramurals		7/hr	8/hr
Saturday Detention		7.50/hr	7.50/hr
Band Director		1,350.	1,600

ARTICLE VI

GRANT-IN-AID PROGRAM

- A. It is hereby declared to be the policy of the Board of Education to encourage professional staff members to pursue a graduate program of education. In furtherance of said policy, a grant-in-aid shall be permitted by the Board of Education. Said Grant-in-Aid shall consist of up to three hundred and eighty-five (\$385.00) Dollars per teacher. 1
- B. In order to qualify for reimbursement under this program, the applicant must comply with the following regulations: 2
1. No course shall be considered for reimbursement unless prior approval of that course has been obtained from the Superintendent of Schools prior to registration. 3
  2. No course will be considered for reimbursement unless there has been submitted to the Officer of the Superintendent sufficient proof of successful completion of the graduate course with at least a passing grade and proof of costs. 4
  3. No course shall be considered for reimbursement which is taken to satisfy state certification requirements on sub-standard teaching certifications (emergency and provisional). 5
  4. No course shall be considered for reimbursement which consists of a work-shop, conference, seminar or institute unless such work-shop, conference, seminar, or institute provides graduate credit or is approved by the Superintendent. 6
- C. Reimbursable items shall include tuition, instructional materials and attendant educational fees 7

ARTICLE VII

HEALTH INSURANCE PROGRAM

A. DETERMINATION OF ELIGIBILITY

All full time employees working a minimum of twenty 1  
(20) hours per week are eligible for the State Health 2  
Benefits Program. 3

B. PAYMENT OF PREMIUMS FOR DEPENDENTS 4

Eligibility for payment of premiums for dependents 5  
is established on the basis of years of participation in 6  
the program while an employee of the Mainland Regional High 7  
School District Board of Education. 8

C. During 1982-83 the Board shall pay 100% for employee coverage 9  
and 90% of either parent and child or full family coverage 10  
with the balance contributed by the employee. During 1983-84 11  
the Board shall pay 100% of all levels of coverage. 12

D. INSTRUCTIONS FOR FILING ENROLLMENT APPLICATIONS 13

New employees who are eligible for coverage must file an 14  
application with the District Business Administrator within 15  
five (5) days from the opening of school, accepting or reject- 16  
ing the plan. The employee's effective date of coverage is 17  
the first of the month following two (2) months of contin- 18  
uous employment. However, employees who are initially hired 19  
on an annual ten-month contract, provided they are employed 20  
as of the beginning of the school year, will be deemed to 21  
have satisfied the two (2) month waiting period in the 22  
months of July and August and coverage for these employees 23  
will be established as of September 1. Employees hired after 24

HEALTH INSURANCE PROGRAM (CONT'D.)

September 1 must file an application within five (5) days 1  
acceptance or rejection of the plan. The employee's effective 2  
date of coverage is the first of the month following two(2) 3  
months of continuous employment. 4

In presenting each employee with a copy of this contract and 5  
application forms for benefits authorized herein, the Board 6  
of Education and School administration have made the employee 7  
aware of his benefits and the procedures to be followed 8  
for eligibility. 9

E. ANNUAL ENROLLMENT PERIOD

Any employee who shall elect not to enroll for coverage 10  
for himself or for his dependents at the time such employee 11  
or dependent first becomes eligible for coverage, shall 12  
subsequently be permitted to enroll himself and his dependents 13  
only during the annual enrollment period during the month of 14  
January, with coverage effective May 1. 15

F. ADDITIONAL HEALTH BENEFITS 16

(1) The Mainland Regional High School Board of Education 17  
shall provide a Prescription Plan for teachers at an average 18  
cost of \$80.00 per teacher. Paragraphs A, D, & E of this 19  
article shall apply. 20

(2) The Mainland Regional High School Board of Education 21  
shall provide a Dental Plan for teachers at an average cost of 22  
\$130.00 per teacher. Paragraphs A, D, & E of this article 23

HEALTH INSURANCE PROGRAM (CONT'D.)

(3) Commencing with the 1983-84 school year, the Board shall 1  
increase its contribution to prescription and dental coverage 2  
to a total of \$310.00, from the 1982-83 contribution of 3  
\$210.00 4

ARTICLE VIII

SICK LEAVE

- A. Leave at full pay shall accrue at the rate of ten (10) 1  
days per school year and be allowed on notice in event of the 2  
teacher's absence due to sickness. 3
- B. Allowable cumulative days of such sick leave leave not 4  
utilized during the year shall be applicable to subsequent 5  
years. 6
- C. Up to fifty (50) per cent of the unused accumulation 7  
of sick leave days from another school district may be added 8  
to the sick leave of a teacher new to Mainland Regional 9  
High School District upon application for same and verifica- 10  
tion by another school district. Said application must be 11  
on file in the Superintendent's office before November 1 12  
of the current school year. 13
- D. The Superintendent may require a physician's statement 14  
regarding a teacher's absence (after three consecutive days) 15  
and the teacher shall provide such statement when requested. 16  
Notwithstanding this three (3) day limitation, where a pattern 17  
of sick leave utilization has become apparent, the Superinten- 18  
dent may require submission of a statement from a physician. 19
- E. Sick leave for the school year shall accrue on the 20  
first day of the school year for tenure teachers, and on the 21  
first day of the school year worked for non-tenure teachers. 22
- F. Additional sick leave beyond that accumulated may be 23  
allowed upon the recommendation of the Superintendent and 24

SICK LEAVE (CONT'D.)

approval of the Board of Education.

G. Teachers shall be compensated for unused sick days and unused personal days according to the following:

1. Starting June 30, 1981, credit will be granted in each year that teachers use no more than five (5) sick days per year.

All unused sick days accumulated prior to June 30, 1981 will be credited.

2. Personal days - Starting June 30, 1981, credit will be granted in each year for all unused personal days.

3. The credited days as specified above will be reimbursed at the rate of \$20.00 per day at retirement with the following schedule of maximums:

<u>Retired between:</u>	<u>Maximum payment:</u>
7/1/80 and 6/30/81	\$1,000.
7/1/81 and 6/30/82	1,500.
7/1/82 and 6/30/83	2,000.
7/1/83 and 6/30/84	2,500.
After 7/1/84	3,000.

4. The provisions of paragraph G apply only to sick days and personal days accumulated while working for Mainland Regional High School. No reimbursement will be given for such days accumulated with another employer.

5. The Superintendent will be notified one year in advance of the date of retirement for eligibility under this benefit. Failure to do so may result in a delay of payment not to exceed one year.

ARTICLE IX

LEAVE OF ABSENCE - TEMPORARY

A. This policy shall cover brief absences not chargeable to sick leave. The provisions for leave at full pay stated below shall be for one year, and no unused days shall be accumulated for use in another year.

1. DEATH IN THE IMMEDIATE FAMILY

An Allowance of up to three days leave shall be granted. Immediate family shall be considered as follows: father, mother, spouse, child, brother, sister, or any relative residing in the immediate household.

2. CRITICAL ILLNESS IN THE IMMEDIATE FAMILY

An allowance of up to three days leave shall be granted. (Immediate family as defined in one). Verification may be required.

3. PERSONAL DAYS (See also Article VIII

Leave at full pay shall be allowed for up to three personal days.

Teachers will certify by their signature on the application form as follows:

"It is not possible for me to handle this problem without taking time from school.

I further certify that I shall not use

personal days for recreation, entertainment,

shopping or vacation purposes. It is further

understood that these days will not be used

LEAVE OF ABSENCE - TEMPORARY (CONT'D

for working for myself or others." 1  
Notification to the teacher's principal or 2  
other immediate superior, and to the Superin- 3  
tendent for personal leave shall be made at 4  
least two (2) days before taking such leave 5  
(except in case of unforeseen emergencies). 6  
Said leave shall not be taken on the day 7  
prior to or following a school holiday except 8  
for death or critical illness in the family. 9  
4. PROFESSIONAL 10  
Leave at full pay shall be allowed to attend 11  
professional meetings or Educational Activities 12  
upon the request of the teacher and the approval 13  
of the Superintendent or upon the recommenda- 14  
tion of the Superintendent and the acceptance 15  
of the teacher. 16

ARTICLE X

LEAVE OF ABSENCE - EXTENDED

- A. A leave of absence without pay for two (2) teachers 1  
may be granted to a teacher who joins the Peace Corps, Vista 2  
National Teacher Corp., or serves as an exchange teacher or 3  
overseas teacher, and is a full-time participant in such program, 4  
or who accepts a Fullbright Scholarship or any academic program 5  
approved by the Superintendent. 6
- B. A teacher may be granted a leave of absence without 7  
pay for up to one (1) year to teach in an accredited college 8  
or university. Any teacher seeking to apply for such leave 9  
should make his request known to the Board as soon as possible 10  
but no later than the end of the February immediately preceding 11  
the September for which the leave is sought. 12
- C. CHILD REARING LEAVE 13
- (1) A Child Rearing leave shall be granted upon request 14  
to any tenured teacher, for a period which shall not extend 15  
beyond the second September after the year in which the leave 16  
is granted. All such leaves shall commence on the first day of 17  
a marking period and end on the last day of a marking period. 18
- (2) Should a disability arise during such a child care 19  
leave, the employee shall be entitled to utilize accumulated 20  
sick leave for such purpose and be paid for the period of 21  
disability, up to the amount of sick leave available. 22
- (3) All requests for such leave shall be made at least six 23  
(6) weeks prior to the date of commencement of the requested 24  
leave. In the event of an adoption or other emergency in which 25

LEAVE OF ABSENCE - EXTENDED (CONT'D)

the teacher does not have sufficient notice to meet this six  
week requirement, the teacher shall provide such notice as is  
possible under the circumstances, and the Board shall have the  
right to waive the notice and commencement date requirements  
set forth herein.

(4) If the need for a child rearing leave is negated  
prior to its commencement, the teacher shall notify the Superin-  
tendent as soon as possible, and the leave shall be cancelled,  
provided the Board is not obligated thereby to employing both  
the teacher and a replacement teacher already under contract.  
If such leave has commenced and the need for it is negated, the  
teacher shall notify the Superintendent and be entitled to  
return at the beginning of the next marking period, provided  
the Board is not obligated thereby to employing both the teacher  
and a replacement teacher under contract.

(5) Non tenured teachers may request and may be granted  
leave under the provisions above; however such leave shall not go  
beyond the contract year in which it commenced.

D. A leave of absence of one (1) year without pay may be granted  
upon the recommendation of a doctor for the purpose of caring for  
a sick member of the employee's immediate family. Additional leave  
may be granted at the discretion of the Board of Education.

E. The Board shall grant a leave of absence without pay to  
any teacher to campaign for or serve in a public office.

F. Other leaves of absence without pay may be granted by the  
Board for good reason.

LEAVE OF ABSENCE EXTENDED (CONT'D)

G. Upon return from leave granted pursuant to Sections A and 1  
B of this Article, a teacher shall be considered as if he were 2  
actively employed by the Board during the leave and shall be 3  
placed on the salary schedule at the level he would have achieved 4  
if he had not been absent. A teacher shall not receive increment 5  
credit for time spent on a leave granted pursuant to sections C, 6  
D, E, or F. 7

All contractual benefits to which a teacher was entitled 8  
at the time his leave of absence commenced, including unused sick 9  
leave and credits toward sabbatical eligibility, shall be rein- 10  
stated to him upon his return. The employee shall be restored 11  
to his former position if available. If not, he shall be assigned 12  
in the best interest of the teacher and the system. 13

H. Any extension or renewals of leave of absence shall be 14  
applied for in writing, and if approved, granted for a specific 15  
period of time. 16

I. Any teacher on leave shall indicate to the Superinten- 17  
dent his intention for the following year no later than April 1 18  
of the year in which the leave is taken. 19

ARTICLE XI

LEAVE OF ABSENCE - SABBATICAL

- A. The Board of Education upon the recommendation of the Superintendent shall grant a Sabbatical Leave during the school years ... 1982-83 and 1983-84... and beyond to qualified personnel for the purpose of study, or other purposes as may be approved by the Board.
- B. The employee shall apply for such leave in writing to the Superintendent as soon as possible, or not later than January 15th of the school year preceding the school year for which Sabbatical is requested. The employee shall be advised of the Board's action on the application immediately following the Board meeting in February. In order to apply, a teacher must have been employed by the Mainland Regional High School Board of Education at least seven (7) consecutive years, and be a non-recipient of a Sabbatical Leave during the seven preceding years. The leave shall be granted for no more than one (1) academic year.
- C. An employee on Sabbatical Leave shall receive as compensation during the period of his leave fifty (50) percent of his regularly scheduled salary for one year, or during 1982-83 only 100% of salary for one-half year. An employee on leave shall have the salary check mailed to his designated address at the time that other professional employees within the district receive their pay checks and shall also receive credit toward retirement to the same extent as he would have received were he occupying his regular assignment. The employee on such leave

LEAVE OF ABSENCE - SABBATICAL (CONT'D)

shall determine with the Secretary of the Board in advance  
of beginning the leave, the necessary deductions from his  
salary so as not to jeopardize pension, insurance and other  
benefits.

D. The number of people given Sabbatical Leave in any  
one year shall not exceed one (1) member of the bargaining  
unit. If the number of applicants for such leave exceeds  
the number available, the selection shall be based upon

1. The estimated value of the plan to the  
individual and to the school system
2. The amount seniority
3. The length of time since the last Sabbatical.

E. An employee on Sabbatical Leave shall report all com-  
pensation received from sources other than the Board of Educa-  
tion provided the compensation shall not include such items  
as allowed for travel, cost-of-living adjustments for foreign  
service, research, or other expense in connection with the  
project. Should such other compensation, when added to the  
compensation paid by the Board, exceed the salary which the  
recipient would have received if on active duty, the compen-  
sation allowed by the Board shall be reduced to bring the total  
to the amount of the salary he would have received if on active  
duty.

F. An employee of Mainland Regional High School who  
receives a Sabbatical Leave shall agree to return to service

LEAVE OF ABSENCE - SABBATICAL (CONT'D)

in the Mainland Regional High School for a period of two (2) 1  
years. Should such employee fail to return to the system 2  
upon completion of the Sabbatical Leave, he shall refund 3  
all compensation paid to him by the Board. The employee 4  
shall execute a promissory note which shall be reduced by 5  
fifty (50) per cent after completion of his first year back. 6  
The note shall be cancelled in the event of death, and 7  
extended in the event of pregnancy, lengthy illness, or 8  
extended illness in the immediate family for which leave had 9  
been granted. The Board of Education has the right to pur- 10  
chase a term life insurance policy to cover the amount of the 11  
promissory note referred to above. 12

G. Upon return from a Sabbatical Leave, the employee 13  
shall be restored to his former position. If that position 14  
is not available, the employee shall be assigned in the best 15  
interest of the system. He shall make such reports of his 16  
activities as may be required by the Superintendent. 17

H. Upon return from a Sabbatical Leave, the employee 18  
shall be placed on that Step on the Salary Guide in effect, 19  
to which the employee would be entitled to, had that employee 20  
not been on a Sabbatical Leave, but instead had rendered a 21  
full regular year of satisfactory professional service. 22

ARTICLE XII  
GRIEVANCE PROCEDURE

A. DEFINITION

1. A "grievance" is a claim by a teacher or a group of teachers based on the interpretation, application or violation of this agreement, policies or administrative decisions affecting the teacher or a group of teachers.

2. An "aggrieved person" is the person or persons making the claim.

3. A "party in interest" is a person who might be required to take action, or against whom action might be taken, in order to resolve the claims. (third party)

B. PURPOSE

1. The purpose of this procedure is to secure at the lowest level an equitable solution to grievances which may arise and to resolve them as early as possible. These proceedings will be kept as informal and confidential as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted without the intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

GRIEVANCE PROCEDURE (CONT'D)

C. PROCEDURE

1. A grievance must be presented to the proper administrator within fifteen (15) school days after the grievant should have reasonably known of the event which occasioned the grievance but in no event more than thirty (30) school days after its occurrence.

2. Since it is important that the 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. Failure at any step of the procedure to communicate the decision on the grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance at the next step within the specified time limits shall be deemed to be a waiver of further appeal of the decision rendered.

3. 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 a party in interest, the time limits set forth herein shall be reduced by mutual agreement, so that the grievance procedure may be exhausted prior to the end of the school year, or as

GRIEVANCE PROCEDURE (CONT'D)

soon thereafter as is practicable.

4. Informal Level

A teacher with a grievance shall first discuss it with his vice principal or immediate supervisor, either directly or through the Association's designated representative, with the object of resolving the matter informally. The grievant shall indicate that a grievance hearing is taking place. The vice principal or immediate supervisor shall respond within 3 school days.

5. Level 1

If the grievant is not satisfied with the decision at the Informal Level, or if no decision has been reached, then, within 6 school days of the date on which the decision was rendered, or should have been rendered, the grievant shall reduce it to writing and submit the grievance to the building principal. The building principal shall respond within 4 school days in writing.

6. Level 2

If the grievant is not satisfied with the decision at Level 1, or if no decision has been reached, then within 3 school days after the decision was rendered, or should have been rendered, the grievant shall submit the written grievance together with the prior response to the Superintendent of Schools. The Superintendent of Schools

GRIEVANCE PROCEDURE (CONT'D.)

shall have 8 school days in which to respond in writing. 1

7. Level 3 2

If the grievant is not satisfied with the deci- 3  
sion of the Superintendent of Schools, then within 5 school 4  
days after the decision of the Superintendent or 5 school 5  
days after the decision should have been rendered, the 6  
grievant shall submit the written grievance, together with 7  
all prior responses to the Board of Education. The Board, 8  
or a Committee thereof, shall review the case and shall 9  
hold a hearing with the employee, if requested by the employee. 10  
An Administrator may be present at this level. The Board 11  
shall render a decision in writing within twenty-one (21) 12  
school days of receipt of the grievance. Copies of the 13  
decision of the Board of Education shall be sent to the 14  
aggrieved, to the Superintendent, and to the Principal. 15

8. Level 4 16

(a) If the aggrieved person is not satisfied 17  
with the disposition of his grievance at Level Three, or if 18  
no decision has been rendered within twenty-one (21) school 19  
days after the grievance was delivered to the Board, he may 20  
within five (5) school days after a decision by the Board, or 21  
twenty-six (26) school days after the grievance was delivered 22  
to the Board, whichever is sooner, request in writing that 23  
his grievance be submitted to arbitration. If the Associa- 24  
tion deems the grievance meritorious, it may be submitted 25

GRIEVANCE PROCEDURE (CONT'D)

to arbitration within fifteen (15) school days after 1  
receipt of a request from the aggrieved person. Arbitra- 2  
tion shall not apply to any of the following provided no 3  
other portion of this agreement has been violated: 4

1. Any matter for which a specific method of 5  
review is prescribed and expressly set forth 6  
by law or any rule or regulation of the 7  
State Board of Education, or 8
2. A complaint of a non-tenure teacher which 9  
arises by reason of his not being reemployed, 10  
or 11
3. A complaint by any certified personnel 12  
occasioned by the appointment or lack of 13  
appointment to retention in or lack of 14  
retention in any position for which tenure 15  
is not possible or not required, or 16
4. Board policy and administrative decisions. 17

(b) The submission shall consist of a Demand 18  
for Arbitration made to the American Arbitration Association 19  
by the Association with a copy to the Board. The parties 20  
shall then be bound by the rules and procedures of the Ameri- 21  
can Arbitration Association in the selection of an arbitrator. 22

(c) The arbitrator so selected shall confer with 23  
the representatives and hold hearings promptly and shall issue 24  
his decision no later than twenty (20) school days from the 25

GRIEVANCE PROCEDURE (CONT'D.)

date of the close of the hearings, or, if oral hearings  
have been waived then from the date the final statements  
and proofs on the issues are submitted to him.

The arbitrator's decision shall be in writing  
and shall set forth his findings of fact, reasoning and  
conclusions on the issues submitted. The arbitrator shall  
be without power or authority to make any decision which  
requires the commission of an act prohibited by law or which  
is violative of or adds to the terms of this agreement. He  
shall be bound by the provisions of this Agreement and  
restricted to the application of the facts presented to  
him involving the grievance. The decision of the arbitrator  
shall be submitted to the Board and the Association and  
shall be final and binding on the 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 them.

D. RIGHTS OF TEACHERS TO REPRESENTATION

1. Any aggrieved person may be presented at all  
stages of the grievance procedure by himself, or, at his  
option, by a representative of his own choosing. When a  
teacher is not represented by the Association, the Associa-

GRIEVANCE PROCEDURE (CONT'D)

tion shall have the right to be present and to state its  
views at all stages of the grievance procedure.

2. No reprisals of any kind shall be taken by either  
party to this agreement against any employee whether or not  
a member of the bargaining unit who shall participate in the  
grievance procedure by reason of such participation.

E. MISCELLANEOUS

1. When an organizational grievance has not been  
resolved informally between Superintendent and the Associa-  
tion, such grievances may be submitted in writing to the  
Superintendent directly and the processing of such grievances  
shall be commenced at LEVEL TWO. Such a grievance may be  
processed by the Association through all levels of the griev-  
ance procedure even though the aggrieved person does not  
wish to do so.

2. Decisions rendered at LEVEL ONE which are unsatis-  
factory to the aggrieved person and all decisions rendered at  
LEVELS TWO and THREE of the grievance procedure shall be in  
writing setting forth the decision and the reasons therefor  
and shall be transmitted promptly to all parties in interest.  
Decisions rendered at LEVEL THREE shall be in accordance with  
the procedures set forth in Section C, paragraph 6 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

GRIEVANCE PROCEDURE (CONT'D)

file of any of the participants. 1

4. Forms for filing grievances, serving notices, 2  
taking appeals, making reports and recommendations, and 3  
other necessary documents shall be prepared jointly by the 4  
superintendent and the Association and given appropriate dis- 5  
tribution so as to facilitate operation of the grievance 6  
procedure. 7

5. All meetings and hearings under this procedure 8  
shall be conducted in private and shall include only such 9  
parties in interest and their designated or selected repre- 10  
sentatives, heretofore referred to in this Article. 11

6. If a grievance affects a group of teachers, by 12  
mutual agreement of the parties, such grievance may be con- 13  
solidated, and where appropriate, may be instituted at LEVEL 14  
THREE of the grievance procedure. 15

ARTICLE XIII  
BOARD'S RIGHTS

A.           The Board of Education reserves to itself sole juris- 1  
diction and right, in compliance with the Laws of the State 2  
of New Jersey and the Rulings of the State Commissioner of 3  
Education, to hire, assign, promote, and direct employees 4  
covered by this Agreement and to take disciplinary action 5  
against said employees up to and including discharge to manage 6  
school operations and to take whatever actions may be necessary 7  
to accomplish the mission of the school district except as may 8  
be limited by the language of this Agreement, and the laws of 9  
New Jersey. 10

ARTICLE XIV

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board hereby agrees to furnish to the Association 1  
in response to reasonable requests therefor, information 2  
which is in the public domain. 3
- B. The Association and its representatives shall have 4  
the right to request, in writing, rent-free use of school 5  
buildings at all reasonable hours for meetings subject to 6  
the approval of the Administration. The Association shall 7  
pay the school custodian for any over-time incurred for 8  
opening and/or being in the building at the time of its use 9  
as well as any other out-of-pocket expenses incurred by the 10  
Board of Education for the meetings. The Association shall 11  
designate one individual who will initiate requests for school 12  
facility use and he shall be the liaison person between the 13  
Association and the school Administration. The Association 14  
shall be solely responsible for the restoration of any facility 15  
to its original condition upon the conclusion of the Association 16  
meeting. 17
- C. The Association shall have the privilege of using the 18  
intra-school mail facilities, office mail boxes, the Public 19  
Address System and the telephone for the conduct of Association's 20  
business. The Association agrees to pay any telephone tolls so 21  
incurred. The public address system may be utilized before school, 22  
between sessions and after school for brief announcements by the 23  
Association's President or a designated representative. 24

ASSOCIATION RIGHTS AND  
PRIVILEGES (CONT'D)

D.           The President of the M.T.A. shall be released from   1  
line duty and a homeroom assignment during the school year   2  
(not to apply if homeroom is considered part of a period.)   3  
The Chairman of the Negotiation Committee shall be released   4  
from line duty and a homeroom assignment during the period   5  
of negotiations.   6

ARTICLE XV

TEACHERS RIGHTS AND PRIVILEGES

- A. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under N.J.S.A. 18A or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere. 1  
2  
3  
4  
5
- B. Teachers shall have authority in the classroom consistent with N.J.S.A. 18A 6  
7
- C. Whenever a teacher is required to appear before any administrator concerning termination of employment or withholding of an increment, he shall be given prior written notice of the reasons for such meeting or interview, and shall be entitled to have a representative present to advise and represent him during such meeting or interview. 8  
9  
10  
11  
12  
13
- If, during the course of a conference, the teacher perceives that it concerns termination of employment, or withholding of an increment, the teacher may terminate said conference or meeting and seek representation. 14  
15  
16  
17
- D. The teacher shall have the responsibility of determining students' grades within the grading policy of the Mainland Regional High School. No grade shall be changed by the administration without prior consultation with the teacher. 18  
19  
20  
21
- In instances where teachers have terminated employment, or do not respond to a mailed inquiry within ten days, a grade may be changed at the discretion of the administration. 22  
23  
24
- E. No teacher shall be prevented from wearing lapel 25

TEACHERS RIGHTS AND PRIVILEGES (CONT'D)

- type pins or other identification of membership in the Association or its affiliates. 1  
2
- F. Teachers may leave the building during their lunch hour with the knowledge of the Department Head and/or Administration. The main office must be informed of departure and return times by signing in and out. 3  
4  
5  
6
- G. There shall be no collection of funds by teachers from students for activities related to profit-making organizations. 7  
8  
9
- H. A teacher shall have access to his personnel folder and shall be able to review its contents in the presence of the Superintendent or his designated agent and an Association representative if so requested by the teacher, at a mutually agreeable time. 10  
11  
12  
13  
14
- A teacher may request that materials attesting to that teacher's professional competency be included in the teacher's personnel records and such materials may so be included at the discretion of the Superintendent; any such material shall be designated as having been included upon the request of the said teacher. 15  
16  
17  
18  
19  
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- I. Confidential materials which the Administration deems necessary to obtain from previous employers shall be expunged from the teacher's personnel file upon that teacher obtaining tenure. 21  
22  
23

ARTICLE XVI

TEACHING HOURS AND TEACHING LOAD

A. TEACHING LOAD

1. The classroom teaching schedule shall be as follows:

Five (5) classroom teaching periods

One (1) line duty period

One (1) preparation period

(One (1) duty-free lunch period

2. Notwithstanding paragraph A 1 above, the Board shall have the right to assign up to 12% of the staff to a sixth (6th) classroom teaching period. Any teacher so assigned shall receive additional remuneration of \$1,250. for the initial year of such assignment, and \$1,500. in any subsequent year of such assignment. In the event the Board proposes requiring a sixth (6th) period from more than 12% of the staff, the parties shall negotiate regarding such proposal.

3. Except in instances of emergencies or unusual situations, as designated by Administration, teachers shall be afforded one preparation period per day.

4. Teachers may be assigned a regular line duty and an occasional detention hall duty on an equitable basis. In the event all line duties are covered, and there are excess staff members available, assignments shall be made on the basis of seniority.

5. Teachers shall not be required to teach continuously for more than four (4) periods.

6. Class periods, (with the exception of Assembly, Pep Rallies, (etc.) shall not exceed 45 minutes in length.

TEACHING HOURS AND TEACHING LOAD (CONT'D)

7. Staff members who work in an office situation, (Guidance Counsellors, Youth Study Team, Librarians, Media Specialists and Nurse) shall be available for assignments within their area of certification and job category for seven (7) hours and twenty (20) minutes per day, except for a lunch period of length equal to that of a classroom teacher. This shall not preclude the continued service in the classroom or computer room of those employees within this category who have heretofore been so assigned.

B. TEACHING HOURS

1. A teacher's "in school" working day shall not exceed seven (7) hours and twenty (20) minutes.
2. Teachers shall be required to report for duty daily fifteen (15) minutes before their first regularly rescheduled assignment.
3. Teachers shall be permitted to leave school for the day fifteen (15) minutes after their final regularly scheduled assignment.
4. Teachers shall make themselves available for after school special pupil assistance as requested by Administration.
5. All required meetings shall be conducted during the teacher in-school working day (excluding PTA Open House).
6. Teacher participation in field trips beyond the normal in-school working hours shall be voluntary and at no expense to the teacher.

TEACHING HOURS AND TEACHING LOAD (CONT'D.)

C. SINGLE SESSION DAY:

The Association shall be consulted and have input into the restructuring of the school day into a single session schedule. The Board of Education shall, however, make the final determination regarding the structure of the schedule, within the constraints of this Article.

D. TOTAL COMMITMENT

This Article constitutes the sole and total commitment of the Board of Education in the areas of work hours and work load.

ARTICLE XVII

OBSERVATION AND TEACHER EVALUATION

A. EVALUATION REPORTS

1. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

2. Observation and evaluation on nontenured teaching staff members shall be conducted in compliance with New Jersey Administrative Code Title 6:3-1.19.

3. Observation and evaluation of tenured teaching staff members shall be conducted in compliance with New Jersey Administrative Code Title 6:3-1.21.

B. Formal observations shall be conducted openly and unless agreed to by the teacher, electronic devices shall not be used in observations or evaluations. The observing administrator may suggest use of such devices for self-evaluation.

C. At the observation conference teachers shall be entitled to have an observer of their choice present to monitor the proceedings.

D. By March 1 of each year, the Superintendent shall form an evaluation advisory committee consisting of administrators and teachers to review the current evaluation instruments and to make recommendations for the succeeding school year.

ARTICLE XVIII

PROFESSIONAL VACANCIES

A. Whenever a vacancy occurs, during a school year, 1  
a notice shall be posted for at least five (5) days in the 2  
main office, on the teachers' bulletin boards in the school 3  
lounges, and teachers' lunch room. Such notice shall state 4  
the job specifications, salaries and closing date for the 5  
acceptance of applications for the vacancy. In the event 6  
such a vacancy occurs during the summer, a notice shall be 7  
mailed to the MTA president, or designee, and to all teachers 8  
who have indicated an interest in applying for a different 9  
position, and who are properly certificated for the vacancy 10  
and who have supplied self-addressed, stamped envelopes for 11  
such purpose prior to commencing summer vacation. 12

ARTICLE XIX  
CURRICULUM COUNCIL

- A. In order to provide the certificated employees represented by the Association with the opportunity to contribute fully and regularly to the process of curriculum construction, modification and implementation in the Mainland Regional School District, the following procedures shall be herewith undertaken:
1. The superintendent, and the members of the Board's Education Committee shall meet a maximum of four (4) times per annum upon the request of the Association with representative of the Association to consider matters of curriculum.
  2. The number of Association representatives in attendance at such meetings shall not exceed seven (7) in number.
  3. Such meetings shall be convened upon the request of the Association and held at a time and for a duration mutually acceptable to all parties involved.
  4. Nothing contained in this Article shall prevent the parties from conducting more than the four (4) meetings designated above. However, the convening of such additional meetings shall require the consent of the Board's Education Committee Chairperson, the Association President and the Superintendent.

5. Ten (10) days in advance of any such Curriculum 1  
meeting the Association shall notify the Super- 2  
intendent in writing as to the topics which the 3  
Association wishes to present for consideration 4  
at the same meeting. 5
6. All such meetings shall be conducted as mutually 6  
advisory exchanges of information, ideas, points 7  
of view, and recommendations. In no way shall 8  
any of the proceedings or outcomes of any such 9  
curriculum consultative meetings be binding upon 10  
or place any obligations upon the Superintendent, 11  
the Board or any of its members, the Association 12  
or any of its members. 13

ARTICLE XX

FAIR DISMISSAL PROCEDURE

- A. No later than April 30th, the Board shall offer a contract to each non-tenured teacher whom it plans to re-employ for the succeeding school year. All dismissals must be in writing. 1  
2  
3  
4
- B. Contracts so offered and accepted shall be signed and returned to the Superintendent's office within ten (10) days. 5  
6  
7
- C. Contracts so offered but not accepted shall be returned unsigned to the Superintendent's office within a period of ten (10) days. 8  
9  
10
- D. Failure to return a contract as provided herein shall be deemed to constitute a resignation. 11  
12

ARTICLE XXI

AGENCY SHOP

- A. Any teacher who is employed by the Board during the term of this Agreement and who does not become a member of the Association shall be required to pay a representation fee to the Association for the purpose of offsetting the teacher's per capita cost of services rendered by the Association as majority representative.
- B. Prior to September 1 of each year the Association will notify the Board in writing of the amount of the unified membership dues, fees, and assessments set by the Association for its members for that year. The representation fee charged to nonmembers shall be eighty-five (85%) of the total amount certified to the Board by the Association.
- C. On or about November 1st of each year the Association will submit to the Board the names of those teachers who have not become members of the Association for that year. The Board will deduct the total amount of representation fee in equal installments, as nearly as possible, in each pay period for the remainder of the year.
- D. On or about the last day of each month beginning in November of each year, the Board will notify the Association of teachers newly employed during the month. The Association will notify the Board within 30 days if any newly employed teacher does not become a member of the Association. During that period deductions shall then be made by the Board in

AGENCY SHOP (CONT'D)

the manner described above.

- E. Any teacher having a representation fee deducted whose employment with the Board terminates during the year, the Board will deduct the unpaid balance of the total of the representation fee due in that year. 1  
2  
3  
4
- F. Procedures for the transmission of representation fees to the Association will, as nearly as possible, be the same as those used for the transmission of regular membership dues to the Association. 5  
6  
7  
8
- G. The Association will indemnify and hold the Board harmless against liability which may arise because of actions of the Board in deduction and transmission of the representation fee. The Board will make available to the Association any information within its control for which the Association would have reasonable need to defend against any such liability action. 9  
10  
11  
12  
13  
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ARTICLE XXII

MISCELLANEOUS

- A. The Board and the Association agree that neither party shall discriminate in any way against any individual or group of individuals by reason of their race, creed, color, religion, nationality, sex, domicile, marital status, or participation or lack of participation in organizational activities.
- B. 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 or application shall not be deemed valid and effective except to the extent permitted by law, but all other provisions and applications thereof shall continue in full force and effect.
- C. Any individual contract between the Board and an individual teacher heretofore or hereafter executed shall be subject to or consistent with the terms and conditions of this agreement. If an individual contract contains language inconsistent with this agreement, this agreement, during its duration, shall be controlling.
- D. The Board agrees that during the term of the agreement it will not engage in any lock-out or similar action against the Association. The Association agrees that it will not participate in any illegal action against the Board of Education.

ARTICLE XXIII

DURATION OF AGREEMENT

- A. This agreement shall be effective commencing July 1, 1  
1982 and terminating June 30, 1984. 2
- B. IN WITNESS WHEREOF, the parties hereto have caused 3  
this Agreement to be signed by their duly authorized 4  
officers, and where corporation, for their corporate seals 5  
to be placed thereon, the day and year first above written. 6

MAINLAND TEACHERS' ASSOCIATION

BOARD OF EDUCATION OF THE  
MAINLAND REGIONAL HIGH SCHOOL  
DISTRICT OF ATLANTIC COUNTY

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_