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NOT CIRCULATE

Agreement

between

THE MULICA TOWNSHIP
EDUCATION ASSOCIATION

and

THE MULICA TOWNSHIP
BOARD OF EDUCATION

for the period
July 1, 1977 to June 30, 1980.

Atlantic County

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PREAMBLE

This Agreement entered into this first day of July, 1977, by and between the Board of Education of Mullica Township, in the County of Atlantic, Elwood, New Jersey, hereinafter called the "Board", and the Mullica Township Education Association, hereinafter called the "Association".

ARTICLE I RECOGNITION

- A. The Mullica Township Board of Education recognizes the Mullica Township Education Association as the majority representative for professional negotiations concerning terms and conditions of employment for all full-time certified teachers, whether federally-funded or Board-funded, of the Mullica Township School District — *Excluding*: administrative; supervisory; per diem; temporary; non-professional; and confidential employees.
- B. Unless otherwise indicated, the term "teacher", when used in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

ARTICLE II NEGOTIATIONS PROCEDURE

- A. The parties agree to enter into collective negotiations pursuant to Chapter 123, Public Laws 1974, in a good faith effort to reach agreement on matters concerning the terms and conditions of employment. When the agreement is reached on the terms and conditions of employment, it shall be embodied in writing and signed by the authorized representatives of the Board and the Association.

- B. During negotiations, the Board and the Association may present relevant data, exchange points of view, and make proposals and counterproposals. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement neither party shall be required to negotiate with respect to any other matter, whether or not covered by this Agreement, or whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or executed this Agreement, or unless both parties agree to do so and reduce said intent to writing.**
- C. The negotiating representative of either party shall be elected, or designated solely by the party they represent adhering to the following criteria:**
- 1. The negotiating representatives of the Association shall be certified teachers under the employ of the Board of Education and/or their chosen representative(s).**
 - 2. The negotiating representatives of the Board/shall be duly elected members of the/Board and/or a member of the school Administration appointed by the President of the Board and/or their chosen representative(s).**
- D. This Agreement shall not be modified in whole or in part by either party, except by an instrument in writing — duly executed by both parties.**

- E. Both parties mutually pledge that their representatives shall be endowed with all necessary power and authority to make proposals, consider proposals, and make counterproposals, in the course of negotiations. The parties will present the tentatively reached agreement respectively to the Board and the bargaining unit membership for ratification or rejection. Both parties agree that during the period of negotiations the only publicity accorded the negotiations shall consist of a joint statement, or in the event the parties are unable to agree upon the wording of a statement, a joint statement shall be made stating that "No progress has been made." This does not exclude necessary confirmation and advisement within the parent groups.
- F. The Board and the Association shall each appoint a secretary of their choosing for the purpose of taking minutes at all negotiations sessions. Immediately after agreement on any Article, or part thereof, a representative of the Board and the Association shall initial the same.

ARTICLE III GRIEVANCE PROCEDURE

A. Definition

1. A grievance is an appeal by a teacher or group of teachers or the Association based upon the interpretation, application, or violation of this Agreement, affecting a teacher or group of teachers.
2. A grievance to be considered under this procedure must be initiated by the teacher or group of teachers or the Association within five (5) calendar days of its occurrence.

3. The Association's grievance, based upon the interpretation, application, or violation of this Agreement, shall include the names of the aggrieved.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which from time to time may arise, affecting teachers. Both parties agree that these proceedings shall be kept informal and confidential as may be appropriate at any level of the procedure.

C. Procedures

1. A teacher or group of teachers or the Association having a grievance shall first present the grievance verbally to his/her Principal. If the Principal's verbal response is not satisfactory to the aggrieved, then the aggrieved shall re-submit the grievance in writing to the Principal within five (5) calendar days.
2. The school Principal shall within ten (10) calendar days reach a conclusion in writing. Should the Principal be without authority to reach a conclusion, or should the aggrieved desire to appeal the decision of the Principal, he or she, or the Association may do so within ten (10) calendar days by forwarding the same to the Superintendent of Schools. This appeal must be in writing, must set forth the grounds upon which the grievance rests, and request a conference within five (5) calendar days.
3. The Superintendent shall attempt to resolve the grievance as quickly as possible and shall within fifteen (15) calendar days after the presentation

- of the matter to him, notify all parties of his decision in writing.
4. Should the Superintendent fail to reach a decision, or should the aggrieved or the Board be dissatisfied with the decision, the matter shall be referred to the Board at the next regular meeting for determination.
 5. The Board shall reach a decision within forty (40) calendar days of the same being referred to it and shall notify all persons of the decision in writing.
 6. If the decision of the Board does not resolve the grievance to the satisfaction of the aggrieved, then the matter shall be referred to advisory arbitration within twenty (20) calendar days. The recommendations of the arbitrator shall be advisory and non-binding on all parties.
 7. All documents, communications, and records during 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.
 8. Forms for filing grievances shall be prepared jointly by the Superintendent and Association, and given appropriate distribution so as to facilitate operation of the grievance procedure.
 9. All meetings and hearings under this procedure shall be conducted privately.
 10. If any grievance reaches advisory arbitration, all costs and expenses for the procurement and

retainment of an advisory arbitrator shall be borne equally by both the Board and the Association. Any other expenses shall be paid by the party incurring same.

11. The procurement of an advisory arbitrator shall be through the New Jersey Public Employment Relations Commission (PERC), and such arbitrator shall be mutually acceptable to both the aggrieved and the Board.
12. Further appeals from the decision of the Board may be had as prescribed by law.
13. Nothing herein precludes expediting the time frame before the end of the school year.

D. Right of Teachers To Representation

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself or at his/her option, by a representative mutually selected and approved by the Association and the aggrieved.
2. When the aggrieved is not represented by the Association in the processing of a grievance, the Association must be notified that the grievance is in process (by the aggrieved) at the time of the submission of the grievance in writing.
3. The Board and the Association shall assure all parties to a grievance freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal with respect to his personal grievance.

ARTICLE IV ADMINISTRATION/TEACHER LIAISON COMMITTEE

There shall be established a liaison committee comprising of a maximum of two Administrators or their designees and a maximum of three representatives of the Association who shall meet every other month commencing in October at a time of mutual convenience, outside of working hours to discuss the administration of this Agreement and/or other problems of mutual concern. Initiation of such meeting shall be in writing by either party suggesting to dates and time for such meeting and listing of topics for discussion. The respondent may also add other items for discussion and suggest alternate dates and times. It is expressly understood that such meetings are not to be binding upon either party to this agreement.

ARTICLE V RIGHTS OF THE PARTIES

A. Board of Education Rights

1. Except as otherwise specified in this Agreement, the Association recognizes that the Board has responsibility and authority to manage and direct, in behalf of the public, all of the operations and activities of the school district to the full extent authorized by law.
2. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievances and any effect thereof shall have been fully determined.

3. It is understood by all parties that under the rulings of the courts of New Jersey and the State Commissioner of Education, the Board is forbidden to waive any rights or powers granted by its law.

B. Exclusive Rights

The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers, and to no other organizations.

C. Teacher Rights

1. *Statement of Reason:* No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage, or given an adverse evaluation of his/her professional services without reasons being given.
2. *Meeting Which Could Adversely Affect Employment:* Whenever any teaching staff member is required to appear before the Board of Education or any committee or member thereof concerning any matter which could adversely affect the continuation of that teaching staff member in his/her office, position, or employment, or the salary or increments pertaining thereto, then he/she shall be given prior written notice of the reason for such meeting or interview and shall be entitled to have a person of his/her own choosing present to advise and represent him during such meeting or interview (18A:25-7).

D. Association Rights

The Association and its representatives may use the school facilities at reasonable times and hours, providing that approval for such use is granted by the Superintendent of Schools.

ARTICLE VI TEACHER WORK YEAR

- A.** The work year for all teachers shall not begin before September 1st, nor end after June 30th — except for new teachers, who may be requested to report for an Orientation Workshop during the last week of August.
- B.** The teacher work year for all teachers — except new teachers — shall be every day school is in session for the students, plus five (5) additional days (if deemed necessary by the Board of Education and/or School Administration).
- C.** The teacher work year for new teachers shall be every day school is in session for the students, plus six (6) additional days (if deemed necessary by the Board of Education and/or School Administration).

ARTICLE VII TEACHER WORK DAY

A. Teacher Hours

The required work day for all teachers shall consist of a minimum of 6½ hours. Teachers shall be required to report to the school at least fifteen (15) minutes before the student day begins, and they shall be required to remain at the school at least fifteen (15) minutes after the student school day ends. The daily

school hours for both students and teachers shall be determined by the Board prior to the beginning of the school year. Teachers shall be required to attend staff meetings when requested by the Board and/or Administration. If part of the school district is operating on split or staggered session, all teachers shall be required to work the same amount of time per day.

B. Lunch Periods

Full-time teachers shall have a guaranteed, duty-free, daily lunch period of not less than thirty (30) minutes per full teacher work day. Teachers may leave the building during the lunch period, as long as their supervisor is informed of such.

C. After - School Detention Duty:

After - School detention duty for applicable grades shall be on a rotating and equitable basis.

ARTICLE VIII SALARIES

A. Salary Provisions

1. The salaries for the period of July 1, 1977 to June 30, 1978, of all teachers covered by this Agreement are set forth in Schedule A, which is attached hereto and made a part hereof.
2. The salary guide is deemed a minimum and the Board reserves the right to pay more than the 1977-1978 salary guide in order to secure the services of a teacher in an emergency, and also reserves the right to hold any teacher at any place on the guide until experience and training (or both) warrant the salary.

B. Method of Payment

Teachers employed on a ten-month basis shall be paid in twenty (20) equal semi-monthly installments.

C. Payroll Deductions

Payroll deductions shall be made (if the employee requests such deductions) for the following items:

1. Professional association dues
2. Atlantic County Credit Union
3. One (1) Income Protection Plan of teachers' choice.
4. Tax-Sheltered Annuity Program
 - a.) The Board shall agree to deduct from the salaries of its teachers such amounts as the teacher involved legally authorizes for those tax-sheltered annuity programs as authorized and so designated to the Board by the Association. The number of plans shall not exceed two (2). Furthermore, the Association shall give the plan authorization to the Board Secretary no later than August 1 of each calendar year. Such deductions must be in accordance with both the rules and regulations of the selected program and of the following paragraph.
 - b.) If a teacher makes any change in his/her authorized deduction more than once during any school year, the Board shall be released from its obligation to make such deductions for the remainder of that school year.

D. Withholding of Increment

All salary increments shall be based upon satisfactory service. Years of employment salary increments shall not be automatic, but shall be granted for satisfactory service only upon the recommendation of the Superintendent, and subject to the approval of the Board. Failure in any year to grant an increment does not create any future obligations to restore the increment. In any year in which there is an upward revision of the salary guide, individual teacher adjustments to the proper place on the guide may be withheld in whole or in part. In making recommendations, factors considered shall include: teaching ability, compliance with rules and regulations of this school district and adherence to the statutes of New Jersey. Before making any recommendation to the Board to withhold in whole or in part any salary adjustment, the Superintendent shall send the teacher written notice of such intention, give him an opportunity to discuss the reasons for such action, and give him an opportunity to correct the deficiency prior to issuance of the contract. Future increase after withholding an adjustment shall depend upon the recommendation of the Superintendent and the approval of the Board.

E. Longevity Pay

Teachers shall be granted a \$500.00 salary increment at the 18th step — after serving nine (9) consecutive years in the school district — upon recommendation of the Superintendent and approval by the Board.

F. Extra - Curricular Activities

Teacher participation in extra-curricular activities which extend beyond the school day shall be voluntary,

and shall be compensated according to the salary Schedule B. The Board must officially approve of the activity before the teacher shall be eligible for compensation.

G. Home Tuition

The rate of payment for home tuition shall be seven dollars (\$7.00) per hour.

ARTICLE IX TEACHER ASSIGNMENT

A. Notification

1. All teachers shall be informed by the Administration no later than the last school day concerning their assignment for the next contract year. If subsequent change is required during summer recess, then such teachers will be advised, in writing, to his/her file address and will be provided an opportunity for a conference with the Superintendent if so requested.
2. The Superintendent shall assign all newly-appointed personnel to their specific positions within that subject area and/or grade level and school for which the Board has appointed them. The Superintendent shall give notice of assignments to new teachers as soon as practicable, except in cases of emergency.
3. In the event that changes in such schedules, class and/or subject assignments, building assignments, or room assignments are proposed after contract notification, the teacher affected shall be notified promptly and given the reasons for such change.

4. Transfers and Reassignments

a. Voluntary Transfers

A Teacher who desires a change in grade and/or subject assignment or who desires to transfer to another building, may file a written request with the Superintendent. If the teacher desires, a conference will be provided to discuss the reasons. It is specifically understood that granting such request is not obligatory upon the District.

b. Involuntary Transfers

If a teacher is required to transfer involuntarily because of operational requirements of the School District, then such teacher shall be afforded opportunity for a conference with the Superintendent to discuss the circumstances prior to the effectuation of such change.

B. Assignment Criteria

In order to assure that pupils are taught by teachers working within their area of competence, an attempt shall be made to assign teachers to teach in fields and grades which their training and experience make them competent to teach.

C. Traveling Teachers

Schedules of teachers who are assigned to more than one school shall be arranged so that no such teacher shall be required to engage in any unreasonable amount of inter-school travel. Such teachers shall be notified of any changes in their schedule as soon as practicable.

D. Mileage Compensation

The following teachers shall be compensated at the rate of 15¢ per mile when traveling between school at their personal expense on schools business: Music, Art, Physical Education.

E. School District Personnel

All openings for positions in the summer school, federal programs, and all positions (including non-teaching positions for which teachers may be qualified and eligible) shall be publicized.

ARTICLE X TEACHER EVALUATION

A. Non - Tenured Teachers

Non-tenured teachers shall be formally evaluated at least three (3) times per year. Teachers shall be given a written copy of the evaluation. Teachers shall be given the opportunity to have a conference with the Administration and/or Supervisor making the evaluation within a reasonable period of time following such evaluation. It shall be the teacher's responsibility to make an appointment for the evaluation conference.

B. Tenured Teachers

Tenured teachers shall be formally evaluated at least one (1) time per year. If the first formal evaluation indicates that improvement is needed, it shall be followed by at least a second formal evaluation. Teachers shall be given the opportunity to have a conference with the Administration and/or Supervisor making the evaluation within a reasonable period of

time following such evaluation. It shall be the teacher's responsibility to make an appointment for the evaluation conference.

C. Teacher Personnel Records

Teachers shall have the right, upon request, to review the contents of their personnel files.

ARTICLE XI COMPLAINT PROCEDURE

A. Procedure

Any complaints regarding a teacher that is made to any member of the School Administration by a parent, student, or other person, which may be used in any manner in evaluating a teacher, shall be brought to the teacher's attention. The Administration shall meet with the teacher to apprise the teacher of the full nature of the complaint, and they shall attempt to resolve the matter informally. The teacher shall have the right to request representation by the Association at any meetings or conferences regarding such complaints.

ARTICLE XII SICK LEAVE

A. Definition (18A:30-1)

Sick leave is hereby defined to mean the absences from his/her post of duty, of any person, because of personal disability due to illness or injury, or because he/she has been excluded from school by the school district's medical authorities on account of contagious disease, or of being quarantined for such a disease in his/her immediate household.

B. Number of Sick Days

All teachers shall be entitled to ten (10) days sick leave per year with full pay. Unused sick leave shall be accumulative. If a teacher uses up all of his/her sick leave, he/she shall have 1/200 of his/her annual contract salary deducted from his/her pay, unless the Board sees fit to continue paying the teacher.

C. Physician's Certificate Requirement

A physician's certificate is required for all school personnel for any absence (due to illness) of three (3) or more consecutive working days.

D. Written Accounting of Accumulated Sick Leave

Teachers shall be given a written accounting of accumulated sick leave no later than September 30th of each school year.

ARTICLE XIII TEMPORARY LEAVE OF ABSENCE

A. Administrative Leave

Emergency administrative leave (without loss of pay), not to exceed a total of four (4) days per year, shall be granted by the Superintendent of Schools for the following reasons: religious holidays, with two weeks' lead notification; death of a near relative defined as: Grandfather, grandmother, aunt, uncle, son-in-law, daughter-in-law, brother-in-law, sister-in-law; one (1) day for each occurrence, serious illness in the immediate family; and/or required court appearances (including no moral turpitude on the part of the employee). Two (2) of the four (4) days may be granted for other emergencies or obligations. These four (4) days shall not be accumulative from year to year. (Immediate Family is defined as: Husband, wife, child, sister, brother, parents, mother-in-law, father-in-law, or any family member living in the same household.)

B. Death in Family Leave

Four (4) days emergency leave shall be granted for each occurrence of death in the immediate family. This leave is not accumulative, and must be approved by the Superintendent of Schools. (Immediate Family is defined in Article XIII, under Administrative Leave.)

ARTICLE XIV HEALTH INSURANCE

A. Coverage

1. All teachers may enroll in the New Jersey State Health Benefits Program during the annual enrollment period. The state program includes Blue Cross/Blue Shield, Rider J, and Major Medical Insurance. The Board shall be responsible for paying for the individual employee's share of the program.
2. The Board shall be responsible for paying 100% of the premiums for current full-family coverage of the New Jersey State Health Benefits Program for the period of July 1, 1977 to June 30, 1980.

ARTICLE XV MISCELLANEOUS PROVISIONS

A. Board Policy

This Agreement constitutes Board Policy for the term of the Agreement, and the Board and the Association shall carry out the commitments contained herein, and shall give them full force and effect as Board policy.

B. State Law

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 subsisting, except to the extent permitted by the law, but all other provisions or applications shall continue in full force and effect.

C. Proper Procedures

All parties agree to follow the procedures as outlined in this Agreement, and to use no other channels to resolve any question or proposal until the Procedures within this Agreement are fully exhausted.

D. Nondiscrimination

The Board and Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers, or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, domicile, or marital status.

E. Work Stoppages

The Association agrees that during the term of this Agreement, neither it nor its officers, employees, or members shall engage in, encourage, sanction, support, or suggest any strikes. In the event that Association members participate in such activities in violation of this provision, the Association shall notify those members so engaged to cease and desist from such activities, and shall instruct members to return to their normal duties.

F. Printing

Sufficient copies of this Agreement shall be given to the Association president to be distributed to each member of the Association within thirty (30) days of its ratification. The expense for printing sufficient copies for distribution to all teachers shall be shared equally by the Board and the Association. The printing format of the Agreement shall be mutually agreed upon.

G. Notice

Whenever any notice is required to be given to either of the parties of this Agreement to the other, pursuant to the provision (s) of this Agreement, either party shall do so by telegram or registered letter at the following addresses:

1. If by the Association:
Superintendent of Schools
(with copy to the Board Secretary),
Elwood School, Post Office Box 318,
Elwood, New Jersey 08217
2. If by the Board: President of the Mullica Township Education Association, his/her home address.

ARTICLE XVI

DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 1977 and shall continue in effect until June 30, 1980, subject to the Board's and the Association's right to negotiate over Schedule A, salary scales, for the years 1978-1979 and 1979-1980. In addition, the Board and the Association shall have the right to re-open for

negotiations two (2) articles apiece for each year remaining in the contract. The total number of articles to be re-opened by each side over the life of the contract shall not exceed four (4), exclusive of Schedule A. 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.

B. 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.

MULLICA TOWNSHIP EDUCATION
ASSOCIATION, INC.

By Sandra Corbin, President

By Judith Feinberg, Secretary

MULLICA TOWNSHIP BOARD OF
EDUCATION

By [Signature], President

By Carol S. Rubert, Secretary

SCHEDULE A — TEACHER SALARY GUIDE — 1977-1978

	BA	BA/15	MA	MA/15	MA/30
1	9,270.	9,420.	9,570.	9,720.	9,870.
2	9,645.	9,795.	9,945.	10,095.	10,245.
3	10,020.	10,170.	10,320.	10,470.	10,650.
4	10,395.	10,545.	10,695.	10,845.	10,995.
5	10,770.	10,920.	11,070.	11,220.	11,370.
6	11,145.	11,295.	11,445.	11,595.	11,745.
7	11,585.	11,735.	11,885.	12,035.	12,185.
8	12,025.	12,175.	12,325.	12,475.	12,625.
9	12,465.	12,615.	12,765.	12,915.	13,065.
10	12,905.	13,055.	13,205.	13,355.	13,505.
11	13,345.	13,495.	13,645.	13,795.	13,945.
12	13,785.	13,935.	14,085.	14,235.	14,385.
13	14,225.	14,375.	14,525.	14,675.	14,825.
14	14,665.	14,815.	14,965.	15,115.	15,265.
15	15,105.	15,225.	15,405.	15,555.	15,705.
16	15,545.	15,695.	15,845.	15,995.	16,145.
18*	16,045.	16,195.	16,345.	16,495.	16,645.

* Longevity: After nine (9) consecutive years in the School District.

SCHEDULE B — EXTRA-CURRICULAR SALARY GUIDE

Athletics: Per Activity \$200.
 Other: Per Activity \$ 75.

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