

4-8423

01-17

TENTATIVE 1974-1975 AGREEMENT

between

THE MULLECA TOWNSHIP EDUCATION ASSOCIATION

and

THE MULLECA TOWNSHIP BOARD OF EDUCATION

Atlantic County

I. DATE AND DURATION OF AGREEMENT:

A. This Agreement entered into this _____ day of _____, 19____, 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."

B. This Agreement shall be effective as of July 1____, 1974 and shall continue in effect until June 30____, 1975, subject to the Association's right to negotiate over a successor Agreement as provided in ARTICLE III. 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.

C. 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.

MULLECA TOWNSHIP EDUCATION ASSOCIATION

By _____
President

By _____
Secretary

MULLECA TOWNSHIP BOARD OF EDUCATION

By _____
President

By _____
Secretary

II. 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 certified employees of the Mullica Township School District -- excluding: administrative; supervisory; per diem; temporary; federally funded; and non-professional 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.

III. NEGOTIATIONS PROCEDURE:

A. The parties agree to enter into collective negotiations pursuant to Chapter 303, Public Laws 1968, in a good faith effort to reach agreement on matters concerning the terms and conditions of employment. Such negotiations shall begin not later than October 15th of the calendar year in which this Agreement expires (unless another date is mutually agreed upon). When the agreement is reached on the terms and conditions of employment as described above, 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 counter proposals. 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, except as required by Chapter 303, Public Laws 1968.

C. The negotiating representatives 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 professional employees under the employ of the Board of Education and/or their chosen representative(s).
2. The negotiating representative 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 counter proposals in the course of negotiations. It is understood that final ratification of all items contained within the tentatively agreed upon contract must then be ratified by a majority of the teachers represented by the negotiators of the Association at a legally constituted meeting, and by a majority of the Board of Education while in session at a legally constituted meeting. Both parties agree that during the period of negotiations the only publicity accorded the negotiations will consist of a joint statement, or in the event the parties are unable to agree upon the wording of the 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. It is agreed that neither party will add any consultant to their negotiating team or bring to the meetings the consultant without giving the other party twenty-four (24) hours prior notice. This notice shall include the name, position, and reason for the consultant.

G. The Superintendent of Schools or Board of Education Secretary shall serve as secretary at the negotiations sessions and shall provide copies of the minutes to the Association, whenever such copies are required by the Board.

IV. ASSOCIATION-BOARD RELATIONS COMMITTEE:

A. There shall be established a Teacher-Board Relations Committee, composed of four (4) members to be designated by the Association; four (4) members of the Board to be appointed by the President of the Board; and the Superintendent of Schools.

B. The Superintendent shall act as Chairman of this committee, and shall convene the committee in meeting on ten (10) days notice to all members as follows:

1. At the written request of a majority of the members of the Association, or
2. At the written request of a majority of the members of the Board, or
3. At the discretion of the Superintendent.

C. The duties of the Teacher-Board Relations Committee shall be:

1. Discuss all problems presented to it under this Agreement and attempt to arrive at a solution.
2. Present its conclusions and recommendations to the Board of Education.

V 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 office, position or employment, or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reason for such meeting or interview and shall be entitled to have a person of his own choosing present to advise and represent him during such meeting or interview (18A:25-7).

VI Lunch Periods: Teachers shall have a duty free lunch period equal to that of their students. Teachers may leave the building during the lunch period, as long as their supervisor is informed of such.

VII Administrative Leave: Emergency administrative leave (without loss of pay), not to exceed a total of five days per year, may be granted by the Superintendent of Schools for the following reasons: illness in the family and/or required court appearances (involving no moral turpitude on the part of the employee). Two of the five days may be granted for other emergencies. These five days shall not be accumulative from year to year. (Immediate family is defined as: husband, wife, child, sister, brother, parent, or any other family member living in the same household.)

VIII Payroll Deductions: Payroll deductions shall be made (if the employee requests such deductions) for the following items:
(A) Professional association dues; (B) Summer payment plan;
(C) Washington National Insurance Company Income Protection Plan.

- IX 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.
- X Death In Family Leave: Three days emergency leave may 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 VII, Administrative Leave).
- XI Use of School Facilities: 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.
- XII Advisory Council: An Advisory Council will be established for the purpose of discussing and recommending action on matters pertaining to curriculum, policy, philosophy, and other matters of mutual concern and interest. The Council will consist of: Superintendent, Principal, three Board of Education members, one Association representative for the Nesco School, one Association representative for the Agriculture School, three Association representatives from the Elwood School. The Council's objective will be to cooperatively search for what is best for the children of the Mullica Township School District. All recommendations of the Council will be forwarded to the Board of Education for their study and consideration.

XIII Salaries: Teachers employed on a 10 month basis shall be paid in 20 equal semi-monthly installments.

XIV Summer Payment Plan: Teachers may individually elect to have 10 percent of their monthly salary deducted from their pay. These funds shall be paid to teachers on August 1st, (or upon death or termination of employment - if earlier).

XV Teacher Assignment

A. Notification

1. All teachers shall be informed by their principal concerning their possible reassignment for the next contract year.

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.

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 schedules as soon as practicable.

XVI Summer School, Federal Programs & Other Programs: All openings for positions in the summer school, federal programs, and other programs (including non-teaching positions for which teachers may be qualified and eligible) shall be publicized.

XVII 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.

- V 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 office, position or employment, or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reason for such meeting or interview and shall be entitled to have a person of his own choosing present to advise and represent him during such meeting or interview (18A:25-7).
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