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A G R E E M E N T

Between

BOARD OF EDUCATION OF VINELAND

and

VINELAND EDUCATION ASSOCIATION

1969-1970

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ARTICLE I

RECOGNITION

The Vineland Board of Education recognizes the Vineland Education Association as the designated representative for purposes of collective negotiations, according to law, for all certificated personnel whether under contract or on official leave employed by the Board, including all full time teachers, department heads, nurses, guidance counsellors, librarians and social workers; but excluding the superintendent, assistant superintendent in charge of business, board secretary, assistant board secretary, principals, assistant principals, administrative assistants, psychologist, coordinators, directors and supervisors.

ARTICLE II

NEGOTIATION PROCEDURE

A. In accordance with existing laws, the parties agree to meet at reasonable times and reasonable intervals (not later than December 15, subject to emergent conditions) for the purposes of collective negotiations and to reduce to writing proposals deemed by the parties appropriate matters for negotiations. The agreement reached as a result of these negotiations will be reduced to writing and signed by the parties.

B. Neither party in any negotiations shall have any control over the selection of the negotiating representative of the other party. The parties mutually pledge that their representative shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter-proposals in the course of negotiations.

### ARTICLE III

#### GRIEVANCE PROCEDURE

A. 1. The purpose of this Article is to set up a procedure for the proper channeling of grievances. Grievances should be channeled through internal procedure as set forth herein.

2. Definition of a Grievance.

a. The disagreement of any faculty member or faculty members subject to this contract of a sufficient magnitude to warrant remedial action or change.

B. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance

procedure by the end of the school year and, if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. Any problem shall be discussed informally first with the building principal. Should the principal be unable to resolve the problem to the satisfaction of the party or parties concerned within five (5) school days, the matter shall be reduced to writing and resubmitted as a formal grievance to the principal.

4. Whenever a formal written grievance is submitted, it shall be processed in accordance with the grievance procedure stated below:

Level One

Within five (5) days after receipt of the formal written grievance, the building principal shall render a decision in writing to the petitioner.

Level Two

If the grievance is not resolved to the teacher's satisfaction, the teacher, no later than five (5) days after the receipt of the principal's decision, may appeal that decision to the Superintendent of Schools. The appeal to the

Superintendent must be in writing, reciting the matter submitted to the principal as specified above and indicating the teacher's dissatisfaction with the decision rendered. The Superintendent shall within a period of ten (10) days attempt to resolve the matter and communicate his decision in writing to the teacher and the principal.

#### Level Three

When the Superintendent's decision is unsatisfactory to the teacher, the teacher may request Board review of the grievance within a period of five (5) school days after receipt of the Superintendent's decision. The request shall be submitted in writing through the Superintendent of Schools, who will attach all related documents and forward the request to the Board of Education. The Board shall review the grievance and within a period of thirty (30) days shall render a decision in writing to the petitioner.

5. The teacher may, beyond Level One, in the grievance procedure be accompanied by a representative of the Association.

When a teacher is not represented by the Association, the Association shall have the right to be an observer at the discussion sessions beyond Level One.

6. a. Failure at any level of the procedure to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

b. It is understood that teachers shall, during and notwithstanding the pendency of any grievance, continue to function in their duties until such grievance and any effect thereof shall be fully determined.

#### ARTICLE IV

#### TEACHERS RIGHTS AND RESPONSIBILITIES

A. In accordance with existing laws, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the employment of any rights conferred by Chapter 303, Public Laws 1968

or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

C. Subject to law, no teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

D. Whenever any teacher is directed to appear before the superintendent, Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that

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teacher in his office, position or employment, or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.

#### ARTICLE V

##### ASSOCIATION RIGHTS AND PRIVILEGES

A. The Board, subject to law and subject to its policies, agrees to furnish to the Vineland Education Association in response to a reasonable request such available information that may assist the Association and the Board in the determination of proper subject matter for negotiation.

B. Whenever any representative of the Association or any teacher is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in pay.

C. Subject to the approval of the Board, the Association and its representatives shall have the right to use school buildings at reasonable times and reasonable intervals in accordance with existing Board policy concerning the use of the school buildings. No activities of the Association or its direct or indirect representative shall interfere with or in any way interrupt normal school activities.

D. The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary subject to the approval of the Superintendent of Schools or his designated administrative officer.

E. The Board shall grant leave with pay to the President, of the Association as requested during his term in office subject to the Superintendent's approval.

#### ARTICLE VI

#### NON-TEACHING DUTIES

A. By the beginning of the 1969-70 school year, the Board shall employ part-time aides in each elementary school pending availability and qualifications of such aides and the Board's financial ability to support these aides. The duties of the aides shall provide for supervision in the cafeteria and on the playgrounds. The schedule of said aides shall be developed between the office of the Superintendent of Schools and the Vineland Education Association.

B. 1. Teachers shall not be required to drive students to activities which take place away from the school building. A teacher may do so voluntarily, however, with the advance approval of his principal or immediate supervisor. He shall be compensated for the use of his own automobile in accordance with existing Board policies.

2. In accordance with existing Board policies, the Board shall continue to maintain appropriate insurance to cover all

damages, losses and expenses incurred by a teacher against whom any action shall be brought for any act or omission arising out of the authorized use of his own automobile in the performance of school duties.

## ARTICLE VII

### TEACHER EMPLOYMENT

A. The Board agrees to hire (subject to the exigencies of available teachers) certificated teachers holding a certificate issued by the New Jersey State Board of Examiners for every teacher assignment.

B. 1. Each teacher shall be placed on his proper step of the salary schedule as of the beginning of 1969-70 school year in accordance with Paragraph 2 below.

2. (a) Credit up to the sixth (6) step of the appropriate training level on the Teacher Salary Schedule shall be given for previous outside teaching experience in a duly accredited school upon initial employment in accordance with the provisions of Schedule "A".

(b) Credit not to exceed four (4) years for military experience or alternative civilian service required by the Selective Service System.

(c) Credit not to exceed three (3) years for Peace Corps, VISTA or National Teacher Corps work and time spent on a Fulbright Scholarship shall be given upon initial employment. As

of the beginning of the 1969-70 school year, the aforementioned credit shall be given to any presently employed teacher who has not heretofore received it. Full credit shall be given on all the above steps on the second year of employment.

(d) It is the intention of this paragraph that not more than six (6) years shall be granted during the first year of employment and full credit on the second year of employment.

C. Teachers with previous teaching experience in the Vineland School District shall upon returning to the system receive full credit on the appropriate training level of the teacher salary schedule for all outside teaching experience, military experience or alternative civilian service required by the Selective Service System, Peace Corps, VISTA, or National Teacher Training Corps work and time spent on a Fulbright scholarship up to the maximum set forth in Section B above.

D. Previously accumulated unused leave days will be restored to all returning teachers.

E. Teachers shall be notified of their contract and salary status for the ensuing year not later than April 15.

#### ARTICLE VIII

#### SALARIES

A. The salaries of all teachers covered by this Agreement

are set forth in Schedule "A" which is attached hereto and made a part hereof.

B. 1. Teachers may individually elect to have ten percent (10%) of their monthly salary deducted from their pay. These funds shall be paid to the teacher according to a schedule of payment throughout the summer as agreed upon by the Board and the Association.

2. When a pay day falls on a school holiday, vacation or week-end, teachers pay checks will be made available on the last previous working day or according to a pay schedule published by the Vineland Board of Education.

#### ARTICLE IX

##### TEACHER ASSIGNMENT

A. 1. All teachers shall be given written notice of their salary schedules, class and/or subject assignments and building assignments for the forthcoming year not later than August 15.

2. The Superintendent shall give notice of assignments to new teachers as soon as practicable, and except in cases of emergency not later than August 15.

B. In the event that changes in such schedules, class and/or subject assignments, building assignments, or room assignments are proposed after August 15, any teacher affected shall be notified promptly in writing, and upon the request of the teacher the changes shall be reviewed between the Superintendent or his

representative and the teacher affected and at the teacher's option a representative of the Association may be present.

## ARTICLE X

### TRANSFERS AND REASSIGNMENTS

A. 1. The Superintendent shall post in all school buildings and concurrently inform the Association of the known vacancies and job requirements for such positions as they occur.

2. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent not later than March 1. Such statement shall include the grade and/or subject area to which the teacher desires to be assigned and the school or schools to which he desires to be assigned and/or transferred, in order of preference.

B. In the determination of requests for voluntary re-assignment and/or transfer, the wishes of the individual teacher shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system. If a teacher's request for transfer has not been granted, a renewed or subsequent request shall be required under the conditions described above, unless there is no available position to which the teacher can be transferred or an adequate replacement for the teacher cannot be obtained.

C. It is recognized that some transfers or reassignments of teachers may be made on an involuntary basis; notification of such transfers shall be made on a person-to-person basis.

#### ARTICLE XI

##### TEACHER EVALUATION

A. A teacher shall have the right to review all evaluation reports prepared by his evaluators and the teacher shall have the right to a copy of any such reports upon request.

B. Whenever and wherever formal classroom evaluations are conducted by an evaluator, there shall be a follow-up conference between the evaluator and the teacher.

#### ARTICLE XII

##### SICK LEAVE

Teachers who are absent due to personal illness or quarantine shall receive full salary during absence of ten (10) days in any given school year, plus the accumulated days which a teacher may have to his or her credit. In the event that the illness or quarantine extends beyond the number of allowable days of credit, the Board of Education will pay the teacher a sum equal to the difference between the substitutes' daily salary and the daily salary of the teacher.

Procedure for requesting personal leave under Item #3 above

- (a) A formal letter shall be written to the Superintendent of Schools. This letter shall include the following data:
  - 1. The specific reason for the requested leave.
  - 2. The date of the absence
- (b) This letter shall be submitted to the building principal to be forwarded to the Superintendent no later than two weeks prior to the anticipated absence. Only in emergencies may this limitation be waived. Such a waiver necessitates approval of the building principal and immediate submission of the letter of request to the Superintendent.
- (c) All leaves-of-absence under #3 are official only after receipt of the Superintendent's formal approval.
- (d) The total of all personal leave under Items 1-3 shall not exceed five (5) days in one school year.

B. Leave shall be granted to persons called into temporary active duty of any unit of the United States Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. A teacher shall be paid his regular pay in addition to any pay which he receives from the state or federal government.

#### ARTICLE XIV

#### EXTENDED LEAVES OF ABSENCE

- A. A teacher on tenure shall be granted a leave of absence

without pay for up to two (2) years to study or teach in an accredited college or university, with the recommendation of the Superintendent and the approval of the Board of Education.

B. Military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment, or to the spouse of any teacher who is so inducted or who enlists to join him for the period of special training in preparation for duty overseas in combat zones.

C. Other leaves of absence without pay may be granted by the Board for good reasons.

D. All benefits to which a teacher on tenure was entitled at the time his leave of absence commenced, including unused accumulated sick leave, shall be restored to him upon his return, and he shall be assigned to the same position which he held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.

E. All extensions or renewals of leaves shall be applied for in writing.

#### ARTICLE XV

#### PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

1. The Board of Education agrees to pay the actual

tuition cost of courses taken by a teacher or administrator at an approved college or university up to six credits per year except as follows:

(a) No teacher may be reimbursed for courses taken during the first year of teaching in Vineland.

(b) Teachers taking courses in the second and third years of employment in Vineland will not receive remuneration until tenure has been secured. The remuneration will then be retroactive and will be paid to the teacher in a lump sum within sixty days after the teacher has secured tenure.

(c) All courses must be approved by the Superintendent before enrollment. In general, only courses leading to a degree or courses related to the teacher's teaching field will be approved.

2. When the Superintendent initiates in-service training courses, workshops, conferences and programs designed to improve the quality of instruction, the cooperation of the Vineland Association will be solicited.

#### ARTICLE XVI

#### PROTECTIONS OF TEACHERS, STUDENTS AND PROPERTY

The Vineland Board of Education and the Vineland Education Association recognize that certain laws of the State of New Jersey

and certain departmental rules and regulations of the Department of Education of the State of New Jersey have been enacted for the protection of teachers for actions taken in the course of their employment.

The Vineland Board of Education agrees with the Vineland Education Association that it will afford to all persons subject to this contract full protection of the laws of the State of New Jersey as the same may affect the protection of teachers, their property and the students in the Vineland Public School System.

#### ARTICLE XVII

##### PERSONAL AND ACADEMIC FREEDOM

In accordance with the law as enacted by the legislature of the State of New Jersey and as interpreted by the Courts of the State of New Jersey, the Board of Education agrees with the Vineland Education Association that it will adhere to the law as the same directs the protection of individuals, their conduct and the pursuit of academic freedom.

#### ARTICLE XVIII

##### DEDUCTION FROM SALARY

A. The Board agrees to deduct from the salaries of its teachers dues for the Vineland Education Association, the Cumberland County Education Association, the New Jersey Education Association,

and the National Education Association, or any one or any combination of such Associations as said teachers individually and voluntarily authorized the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-19.9e) and under the rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the Vineland Education Association by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations.

B. An appropriate authorization form as provided by the Board of Education of Vineland shall be signed and executed and filed with the disbursing officer of the Board of Education of Vineland.

#### ARTICLE XIX

##### CONSTITUTIONAL AND STATE LAW RESERVATIONS

Nothing in this Contract shall be construed as to alter the obligations and duties of parties to this Contract who are public employees under Article I, Paragraph 19 of the Constitution of the State of New Jersey, and nothing in this Contract shall be interpreted or construed to deny public employees not covered by this Contract any rights expressly granted by the Constitution or the public laws of this State.

ARTICLE XX

INSURANCE PROTECTION

As of the beginning of the 1969-70 school year, the Board of Education will provide Blue Cross and Blue Shield and Rider "J" coverage for the teacher only, in addition to the Major Medical now provided. At the option of the teacher, the insurance herein provided may be extended to the family of the teacher in accordance with the master policy, but at the sole expense of the teacher.

ARTICLE XXI

DURATION OF AGREEMENT

This agreement shall become effective the 1st day of July, 1969, and shall continue into effect until the 30th day of June, 1970.

IN WITNESS WHEREOF, the Vineland Education Association has caused this agreement to be signed by its duly elected officers who represent that they have the authority to execute this agreement; and the Vineland Board of Education by its President and Secretary have signed this agreement and have caused the corporate seal to be placed thereon.

VINELAND BOARD OF EDUCATION

By: Eugene D. Bone  
President

ATTEST:

By: Edward D. Dean  
Secretary

VINELAND EDUCATION ASSOCIATION

By: William D. Marrow  
President

Eugene Mc Cann  
Negotiating Chairman

SCHEDULE A  
TEACHERS' SALARY GUIDE  
1969-1970

Exp.	Non-Degree	Vineland Service	Bachelor's Degree	Vineland Service	Bachelor's Plus 30	Vineland Service
0	\$5850	\$5850	\$6450	\$6450	\$6750	\$6750
1	6150	6150	6750	6750	7050	7050
2	6450	6450	7050	7050	7350	7350
3	6750	6750	7350	7350	7650	7650
4	7050	7050	7650	7650	7950	7950
5	7350	7550	7950	8150	8250	8450
6	7650	7850	8250	8450	8550	8750
7	7950	8150	8550	8750	8850	9050
8	8250	8450	8850	9050	9150	9350
9	8550	8750	9150	9350	9450	9650
10	8850	9250	9450	9850	9750	10,150
11	9150	9550	9750	10,150	10,050	10,450
15		9650		10,250		10,550
20		9750		10,350		10,650
25		9850		10,450		10,750
30		9950		10,550		10,850
35		10,050		10,650		10,950

Exp.	Master's Degree	Vineland Service	Master's Degree Plus 30	Vineland Service
0	\$7050	\$ 7050	\$ 7650	\$ 7650
1	7350	7350	7950	7950
2	7650	7650	8250	8250
3	7950	7950	8550	8550
4	8250	8250	8850	8850
5	8550	8750	9150	9350
6	8850	9050	9450	9650
7	9150	9350	9750	9950
8	9450	9650	10,050	10,250
9	9750	9950	10,350	10,550
10	10,050	10,450	10,650	11,050
11	10,350	10,750	10,950	11,350
15		10,850		11,450
20		10,950		11,550
25		11,050		11,650
30		11,150		11,750
35		11,250		11,850