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Approved 7/9/74

AGREEMENT

Between

VINELAND BOARD OF EDUCATION

and

VINELAND EDUCATION ASSOCIATION

1974-1976

ARTICLE I

RECOGNITION

- A. 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 under contract, or on official leave employed by the Board, including all full time teachers, department heads, nurses, guidance counselors, librarians, learning disability specialists, and social workers; but excluding the superintendent, assistant superintendents, board secretary, assistant board secretary, principals, assistant principals, administrative assistants, psychologists, coordinators, directors and supervisors.
- B. Unless otherwise indicated, the term "teachers" when used hereinafter 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

NEGOTIATING PROCEDURE

- A. In accordance with existing laws, the parties agree to meet at reasonable times and reasonable intervals (not later than November 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.
- C. This agreement shall not be modified in whole or in part by the parties, except by an instrument in writing duly executed by both parties.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is an allegation by a teacher, teachers, or the Association that there is a violation in the interpretation, application, or administration of the terms of this Agreement. A grievance may also be an allegation by a teacher, teachers or the Association concerning an administrative decision of the principal. Such grievance may be appealed up to and including Level Three; the decision of the Superintendent shall be final with respect to grievances concerning administrative decisions.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purposes

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

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed at such a 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. (a) Any aggrieved person may be represented at all stages of the grievance procedure beyond Level One by himself, or, at his option, with a representative selected or approved by the Association.

(b) If a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Three.

4. (a) Level One

A teacher with a grievance shall first discuss it with his principal or immediate superior with the objective of resolving the matter informally at this level. Upon request of the teacher, the Association's designated representative may be present as an observer.

(b) Level Two

If as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, he shall set forth his grievance in writing to the principal specifying:

- (1) The nature of the grievance.
- (2) The nature and extent of the injury, loss or inconvenience.
- (3) The results of previous discussions.
- (4) His dissatisfaction with decisions previously rendered.

The principal shall communicate his decision to the employee in writing within five (5) school days of receipt of the written grievance.

(c) Level Three

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within five (5) school days after presentation of the grievance, he may file the grievance with the Superintendent of Schools within five (5) school days after the decision at Level Two or ten (10) school days after the grievance was presented, whichever is sooner.

The decision of the Superintendent with respect to appeal of grievances for administrative decisions shall be final and not subject to further appeal.

(d) Level Four

If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, he may, within five (5) school days after a decision by the Superintendent or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, submit his grievance 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 aggrieved person.

(e) Level Five

If the decision of the Board does not resolve the grievance to the satisfaction of the teacher, the Association may request a review by a third party. Such request must be made in writing to the Board of Education through the Superintendent's Office within ten (10) days of the Association's receipt of the Board's decision. The Board of Education shall not be required to give reasons for its decisions, and the Board's decision in the following matters shall be final and not subject to appeal to a third party:

- (1) Any matter subject to any rule or regulation of the State Commissioner of Education or covered by Title 18A N.J.S.A.; or
- (2) A complaint of a non-tenure teacher which arises by reason of his not being re-employed.

5. (a) The following procedure will be used to secure the services of an arbitrator:

- (1) A joint request will be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
- (2) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association to submit a second roster of names.
- (3) If the parties are unable to determine, within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.

(b) The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The recommendations of the arbitrator shall be advisory on the parties. Only the Board and the aggrieved and his representatives shall be given copies of the arbitrator's report of findings and recommendations. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearings.

D. Miscellaneous

1. Each party will bear the total cost incurred by themselves.
2. The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and such costs will be shared equally.

3. If the time is lost by any teacher due to arbitration proceedings necessitating the retention of a substitute, the Board of Education will pay only the cost of the substitute. The time lost by the teacher must either be without pay or charged to personal time.
4. (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 or any effect thereof shall be fully determined.

ARTICLE IV

TEACHERS' RIGHTS

- 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 of 1968 or other laws of New Jersey or the constitution 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 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 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, have a salary increment withheld 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 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.
- E. The Board shall make every possible effort to secure substitute teachers for the special teachers of art, music, library, and physical education in the elementary schools so that the regular teacher may have a planning period.

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

ARTICLE VI

NON-TEACHING DUTIES

- A. The Board and the Association acknowledge that the teacher's primary responsibility is to teach and that his energy should, to the fullest extent possible, be utilized to this end. It is also recognized by the Board and the Association that the teacher has a responsibility to students and the profession which entails the performance of duties extending beyond assigned instructional class periods.
- B. The Board will employ the services of clerical staff members and mechanical equipment to relieve all teachers from the following non-teaching clerical duties dependent upon availability of personnel:
1. classroom registers
 2. duplicative permanent record cards
- C. The Board will employ services of teacher aides to relieve all elementary teachers from the following non-teaching duties dependent upon availability of personnel:
1. supervision of lunchroom
 2. supervision of playgrounds
- D. The Board will employ the services of teacher aides to relieve all secondary teachers from the following non-teaching duties dependent upon availability of personnel:
1. supervision of lunchroom
- E. 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 and assignments.

ARTICLE VII

TEACHER EMPLOYMENT

- A. The Board agrees to hire certificated teachers holding a certificate issued by the New Jersey State Board of Examiners for every regular teacher assignment.
- B. Each teacher presently employed shall be placed on his proper step of the salary schedule as of the beginning of the 1973-74 school year. Any teacher employed prior to February 1 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.
- C. When a new teacher is employed, the following shall apply:
 - 1. Credit on the appropriate training level on the Teacher Salary Schedule may be recognized for previous outside teaching experience in a duly accredited school upon initial employment in accordance with the provisions in Schedule "A".
 - 2. Credit not to exceed four (4) years of military service or alternative civilian service required by the Selective Service System shall be recognized.
 - 3. 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 recognized upon initial employment. As of the beginning of the 1973-74 school year, the aforementioned credit shall be given to any presently employed teacher who has not heretofore received it.
 - 4. In the second year of employment, any remaining credit due by combination of the above shall be granted.
- D. 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 such teaching experience and credit for outside experience may be granted according to Section C above.
- E. Previously accumulated unused sick leave days will be restored to all returning teachers.
- F. Teachers shall be notified of their contract and salary status for the ensuing year not later than April 15.
- G. All teachers shall receive by October 1 a written statement of their accumulated sick days as of the close of the prior school year.

ARTICLE VIII

SCHOOL CALENDAR

The Association shall meet with the Superintendent of Schools prior to April 1 to submit its recommendations for the school calendar for the forthcoming school year.

ARTICLE IX

SALARIES

- A. 1. The salaries of all teachers covered by this Agreement are set forth in Schedule "A" which is attached hereto and made a part hereof.
2. Compensation for specified extra curricular duties, including coaching, shall be in accordance with Schedule "B" attached hereto except that in the 1974-75 school year salary payments under the Athletic Activities section shall be according to compensation granted in the 1973-74 school year.

In the 1975-76 school year Schedule "B" shall be modified as follows:

- (a) An amount not to exceed 5.5% of the total expenditure for 1974-75 under Schedule "B" shall be allowed for increases of payment on the schedule and designated representatives of all parties to this Agreement shall meet and determine the allocation of this amount among the extra duties assignment.
- B. 1. Teachers will receive their pay checks in equal amounts twice a month. One on or before the 15th of a month or the last working day prior to the fifteenth, and one on or before the last working day of that month.
 2. Teachers may individually elect to have ten percent 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.

SCHEDULE A

1974-75

	<u>Non-Degree</u>	<u>Bachelors</u>	<u>Bachelors + 30</u>	<u>Masters</u>	<u>Masters + 30</u>
0	\$ 7,800	\$ 8,550	\$ 8,875	\$ 9,400	\$ 10,150
1	8,100	8,850	9,175	9,700	10,450
2	8,400	9,150	9,475	10,000	10,750
3	8,700	9,450	9,775	10,300	11,050
4	9,000	9,800	10,125	10,650	11,400
5	9,300	10,150	10,475	11,000	11,750
6	9,700	10,500	10,825	11,350	12,100
7	10,100	10,900	11,225	11,750	12,500
8	10,500	11,300	11,625	12,150	12,900
9	10,900	11,700	12,025	12,550	13,300
10	11,350	12,150	12,475	13,000	13,750
11	11,800	12,600	12,925	13,450	14,200
12	12,250	13,100	13,425	13,950	14,700
13	12,750	13,600	13,925	14,450	15,200
14	13,250	14,100	14,425	14,950	15,700
15	13,750	14,600	14,925	15,450	16,200
20	14,350	15,200	15,525	16,050	16,800

1975-76

	<u>Non-Degree</u>	<u>Bachelors</u>	<u>Bachelors + 30</u>	<u>Masters</u>	<u>Masters + 30</u>
0	\$ 8,200	\$ 9,050	\$ 9,425	\$ 9,950	\$ 10,700
1	8,500	9,400	9,725	10,250	11,000
2	8,800	9,700	10,025	10,550	11,300
3	9,100	10,000	10,325	10,850	11,600
4	9,400	10,300	10,625	11,150	11,900
5	9,700	10,600	10,925	11,450	12,200
6	10,000	10,900	11,225	11,750	12,500
7	10,400	11,300	11,625	12,150	12,900
8	10,800	11,700	12,025	12,550	13,300
9	11,200	12,100	12,425	12,950	13,700
10	11,600	12,500	12,825	13,350	14,100
11	12,100	13,000	13,325	13,850	14,600
12	12,600	13,500	13,825	14,350	15,100
13	13,100	14,000	14,325	14,850	15,600
14	13,600	14,500	14,825	15,350	16,100
15	14,100	15,000	15,325	15,850	16,600
16	14,600	15,500	15,825	16,350	17,100
20	15,200	16,100	16,425	16,950	17,700

SCHEDULE B

EXTRA PAY FOR EXTRA WORK

1. Non-Athletic Duties

A. High School

1. Publications

(a) Newspaper	\$450
(b) Magazines	300
(c) Yearbook	
1. Literary	450
2. Photography	150
3. Business	150

2. Student Government Advisor 400

3. Band Director 650

 (a) Band Assistants (2 @ \$125) 250

4. Vocal and Concert Director 250

5. Dramatics Director 450

6. Class Advisors

(a) Senior Class	400
(b) Junior Class	300
(c) Sophomore Class	200

7. Cheerleader Advisor 450

8. Majorettes Advisor 250

9. Drill Team Advisor 250

10. Color Guard Advisor 250

11. Department Heads 375 + 25/Tch.

B. Junior High School

1. Publications (Grades 7-9) 325

2. Student Government Advisor (Grade 9) 175

3. Department Heads (Grade 9) 375 + 25/Tch.

4. Team Leaders (Grades 7-8) 200

5. Curriculum Chairmen (Grades 7-8) 300

6. Safety Patrol Advisors (2) (2 @ \$125) (Grades 7-8) 250

C. Elementary

1. Safety Patrol Advisors 125

2. Teachers-in-Charge 325 + 35

3. Unit Leaders 300

EXTRA PAY FOR EXTRA WORK

II. Athletic Activities

		<u>Range</u>
Director of Athletics	\$1,600	\$1,700
Faculty Manager	540	583
Athletic Doctor (All Sports)	1,080	1,165
A. High School (Grades 10-12)		
Football Head Coach	1,458	1,574
Assistants - 1 @	756	816
- 4 @	648	699
Basketball (Boys) Head Coach	972	1,049
Assistants (2)	486	524
Basketball (Girls) Head Coach	540	683
Assistants (2)	270	291
Wrestling Head Coach	972	1,049
Assistants (2)	486	524
Baseball	864	933
Assistants (2)	432	466
Cross Country	540	583
Tennis (Boys)	540	583
Tennis (Girls)	405	487
Golf	324	349
Track Head Coach	864	933
Assistants (2)	432	466
Indoor Track		500
Assistant		250
Soccer		750
Swimming		324
B. Junior High School (Freshmen)		
Football	729	787
Assistants (2)	365	394
Basketball Head	486	524
Assistant	243	262
Baseball Head	432	466
Assistant	216	233
Wrestling Head	486	524
Assistant	243	262
Track Head	432	466
Assistant	216	233
Girls' All Sports Head	243	262
Assistants (2)	135	145

ARTICLE X

TEACHER ASSIGNMENT

- A. 1. All teachers shall be given written notice of their class and/or subject assignments and building assignments for the forthcoming year not later than July 1.
2. The Superintendent shall give written notice of assignments to new teachers as soon as practicable and except in cases of emergency not later than July 30.
- B. In the event that changes in such schedules, class and/or subject assignments or room assignments are proposed after July 1, any teacher affected shall be notified promptly in writing, and upon 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.
- C. Travel allowance for special subject staff members shall be compensated at the rate of 13¢ per mile. This mileage allowance shall be determined at the beginning of the school year and shall be subject to change only if the regular assignment for any special subject teacher is changed. The payment of this travel allowance shall be made in two equal payments during the school year.

ARTICLE XI

VACANCIES, TRANSFERS AND REASSIGNMENTS

- A. The Superintendent shall post in all school buildings and in the school Board office and concurrently inform the Association of the known vacancies, locations and the requirements for such positions as they occur. A vacancy shall be interpreted to mean any position having monetary compensation, or positions paying a salary differential and/or positions on the administrative-supervisory levels of responsibility. All qualified teachers shall be given an opportunity to make application for announced vacancies and no position shall be filled until all properly submitted applications have been considered.
- B. 1. Teachers who desire a change in grade and/or subject assignment or who may desire to transfer to another building may file a written statement of such desire with the Superintendent not later than March 1 and it shall remain active until September 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.
2. In the determination of requests for voluntary reassignment 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 the best interest of the school system.
3. If a teacher's request for transfer has not been granted, a renewed or subsequent request may be submitted and processed under the conditions described above.
- C. It is recognized that some transfers or reassignments of teachers may be made on an involuntary basis; notification of such transfer shall be made on a person-to-person basis. In the event that a teacher objects to such transfer or reassignment, upon the request of the teacher, the Superintendent of Schools shall meet with him. The teacher may, at his option, have an Association representative present at such meeting.

ARTICLE XII

TEACHER EVALUATION

- A. Supervisors who submit evaluation reports shall be persons certified by the New Jersey State Board of Examiners to supervise instruction.
- B. A teacher shall have the right to review and to sign all evaluation reports prepared by his evaluators and the teacher shall have the right to a copy of any such reports upon request. The signing of the evaluation report by the teacher shall not be construed to be acceptance.
- C. First year non-tenure teachers shall be evaluated not less than three times each school year and other non-tenure teachers shall be evaluated at least twice during the school year.

Tenure teachers shall be evaluated at a frequency determined in the sole and absolute discretion of the administration.

- D. A conference between the evaluator and the teacher shall be had within ten school days of the observation.
- E. Except for confidential material, the teacher shall have the right to review the contents of his personal file.

ARTICLE XIII

INSTRUCTIONAL COUNCIL

- A. 1. An Instructional Council shall be established by the Vineland Education Association. The purpose of the Council shall be to lend support to the educational program of the Vineland Public Schools. The Council will work with and be advised by the Superintendent of Schools and his staff on such matters as curriculum improvements, advancement of the profession, educational goals of the district, educational specifications for building, research and experimentation and other related matters concerning the effective operation of the City of Vineland School District.
2. The Council shall consist of eight (8) representatives, including two (2) teachers from each grade area (primary, intermediate, junior high and senior high), appointed by the Association.
3. The Council shall encourage the initiation of ideas and suggestions for projects by individual teachers, departments, grade levels, Association committees, administrators, or other interested parties.
- B. 1. The Board of Education shall provide annually \$1,000.00 for the use of the Instructional Council during the period of this contract to help defray costs of the work of the Council.
2. The Association agrees that it will adhere to Board policies and mandated statutory requirements regarding the expenditure and accounting of this financial support.

ARTICLE XIV

SICK LEAVE

- A. Teachers who are steadily employed by the Board of Education and who are absent because of personal illness or quarantine shall be allowed sick leave with full pay for a minimum of thirteen (13) days in any school year. If any such teacher requires in any school year less than the specified number of sick leave with pay allowed, all days of such sick leave not utilized shall be accumulative to be used for additional sick leave as needed in subsequent years.
- B. In the event that a tenure teacher shall have exhausted the specified annual and accumulative sick leave days because of extended illness or quarantine, such teacher shall be granted in any school year additional sick leave with adjusted salary payment for each day of such absence according to the following schedule:
- (a) Up to eight years experience an allowance up to five additional days.
 - (b) With nine years through thirteen years local experience, ten additional days.
 - (c) With fourteen through eighteen years local experience, fifteen additional days.
 - (d) With nineteen years or more years local experience, twenty additional days.

The adjusted salary payment shall be on the basis of one-two hundredth of the teacher's annual salary minus the daily pay of a substitute teacher.

ARTICLE XV

TEMPORARY LEAVES OF ABSENCE

- A. An allowance of two (2) days per year shall be granted with full pay for temporary leave of absence. A temporary leave of absence shall be interpreted to be absence from assigned duties which, by its nature, is of such pressing importance that it cannot be postponed or performed after employment hours. Prior approval by the Superintendent of Schools shall be required in connection with a request for a temporary leave of absence when such request is for a day immediately preceding or immediately after a holiday or vacation day. Further, temporary leaves of absence shall not be used for vacation purposes in any way.

If the employee does not utilize any part of the two (2) days allowed, the remainder shall be applied to the accumulative sick leave for succeeding years. There shall be no accrual or temporary leaves of absence as such from one year to the other.

In addition to this allowable temporary leave of absence, a teacher may be granted additional days as indicated for the following reasons:

3 days - for the marriage of the employee, serious illness or death in the immediate family, or for the religious holiday mandated by one's faith. "The immediate family" is defined as: mother, father, brother, sister, spouse, child, grandparents, mother-in-law, father-in-law.

1 day - for the marriage of a member of the immediate family, death of a relative other than a member of the immediate family, or the death of an intimate friend.

Upon any condition, the total allowance of temporary leaves of absence with pay shall not in any year exceed five (5) days.

- B. The procedure for requesting personal leave shall be as follows:
- (a) A request on a prescribed form shall be directed to the Superintendent of Schools with a copy to the immediate superior which shall indicate the reason for the requested leave of absence. This letter should arrive in the Superintendent's office three (3) days prior to the beginning date of the requested leave. The administration shall render a decision in connection with this request not later than the day immediately preceding the day requested.
 - (b) A waiver of this time limit may be approved in emergencies and unusual circumstances. In any such instance, the employee shall adhere to the normal procedure for reporting this absence and then submit a written request in accordance with the procedure outlined above.

C. Leave shall be granted to persons to fulfill the military requirements of regular annual active duty for training with any reserve unit of the Army, Navy, Marine Corps, Coast Guard, or the National Guard provided such obligations cannot be fulfilled on days when school is not in session. A teacher shall be paid his regular pay during the period of this military training.

ARTICLE XVI

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. Maternity leaves shall be granted as follows:
 - 1. As soon as a married woman employee under tenure shall become aware of her pregnancy, she shall forthwith apply in writing for a leave of absence and shall include in this letter the predicted date of birth. The applicant shall accept a leave of absence when granted by the Board of Education.
 - 2. The employee may continue to teach until the state of her health or the welfare of the pupils indicate that the leave of absence commence. This determination will be made by the building principal and approved by the Superintendent.
- C. 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.
- D. Other leaves of absence without pay may be granted by the Board for good reasons.
- E. 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.
- F. All extensions or renewals of leaves shall be applied for in writing.

ARTICLE XVII

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. The Board of Education agrees to pay the actual tuition costs of courses taken by a teacher at accredited colleges or universities up to six (6) credits per year except as follows:
1. No teacher may be reimbursed for courses taken during the first year of teaching in Vineland.
 2. 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 (60) days after the teacher has secured tenure.
 3. All courses must be approved by the Superintendent. In general, only courses leading to a degree, certification or courses related to the teacher's teaching field will be approved.
- B. When the Superintendent initiates in-service training courses, workshops, conferences and programs designed to improve the quality of instruction, the cooperation of the Vineland Education Association will be solicited.

ARTICLE XVIII

PROTECTION 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 effect the protection of teachers, their property and the students in the Vineland Public System.

ARTICLE XIX

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 XX

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 XXI

MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

- A. The Vineland Board of Education and the Vineland Education Association agree that it is essential to maintain classroom control and discipline in the schools and that teachers, administrators and the Board shall work cooperatively and diligently to attain satisfactory deportment among pupils.

- B. The laws of the State of New Jersey and the rules and regulations of the Board of Education in consonance with those laws shall be applicable in the maintenance of classroom control and satisfactory pupil behavior in and around school and at all school related activities.

ARTICLE XXII

INSURANCE PROTECTION

- A. In the school year 1974-75 the Board of Education agrees to assume one hundred percent of the cost of Blue Cross, Blue Shield, Rider "J" and Major Medical coverage under the New Jersey State Health Benefits Plan for each eligible employee and sixty-five percent of the dependent coverage for these insurance programs.

- B. Effective September 1, 1975 the Board of Education agrees to assume one hundred percent of the dependent coverage for these insurance programs.

ARTICLE XXIII

CLASS SIZE

It is recognized by the Board that pupil-teacher ratio is an important aspect of an effective educational program. The Board agrees to continue its efforts to keep class sizes at acceptable numbers as dictated by the financial condition of the district, the building facilities available, the availability of qualified teachers and the best interests of the district as deemed administratively feasible in the discretion of the Board.

ARTICLE XXIV

CONSTITUTIONAL AND STATE LAW RESERVATIONS

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

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

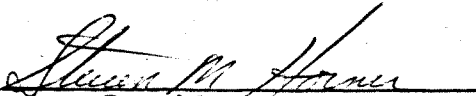
ARTICLE XXV

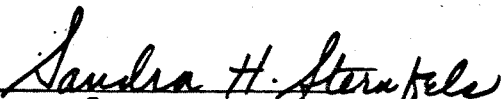
DURATION OF AGREEMENT

This Agreement shall become effective the 1st day of July, 1974 and shall continue in effect until the 30th day of June, 1976 subject to the Association's right to negotiate Schedule "B" for the school year 1975-76 providing such negotiations shall be limited to an increase of 5.5% of the total expenditure of Schedule "B" for 1974-75.

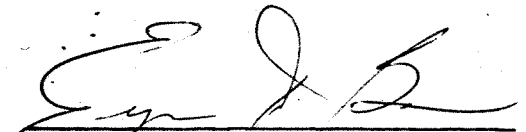
IN WITNESS WHEREOF, the Vineland Education Association has caused this Agreement to be signed by its duly elected officers who represent that they have the authority to execute this Agreement; and the Vineland Board of Education by its President and Secretary have signed this Agreement and have caused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


VINELAND EDUCATION ASSOCIATION


President

Attest: 
Secretary *Chairman*

VINELAND BOARD OF EDUCATION


President

Attest: 
Secretary