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Agreement

between

**VINELAND
BOARD OF EDUCATION**

and

**VINELAND
EDUCATION ASSOCIATION**

July 1, 1973

to

June 30, 1974

Adopted by the

**Vineland Board of Education
Vineland, New Jersey 08360**

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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 certified personnel under contract, or on official leave employed by the Board, including all full time teachers, department heads, nurses, guidance counsellors, 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 representatives 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 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 in writing 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.

(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 Commission 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 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 and any effect thereof shall be fully determined.

**Article IV
TEACHER'S 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 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 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 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 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.

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. duplicate permanent record cards

C. The Board will employ the 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 1971-72 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 experience 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 1971-72 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.
- 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 weekend, 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.

**Schedule A
TEACHER'S SALARY GUIDE
1973 - 1974**

| Exp. | N.D. | B.A. | B.A. + 30 | M.A. | M.A. + 30 |
|------|----------|----------|--------------|----------|--------------|
| 0 | \$ 7,120 | \$ 8,200 | \$ 8,520 | \$ 9,060 | \$ 9,820 |
| 1 | 7,400 | 8,480 | 8,800 | 9,340 | 10,100 |
| 2 | 7,660 | 8,740 | 9,060 | 9,600 | 10,360 |
| 3 | 7,930 | 9,010 | 9,330 | 9,870 | 10,630 |
| 4 | 8,270 | 9,350 | 9,670 | 10,210 | 10,970 |
| 5 | 8,625 | 9,705 | 10,030 | 10,570 | 11,325 |
| 6 | 8,995 | 10,075 | 10,400 | 10,940 | 11,700 |
| 7 | 9,385 | 10,465 | 10,790 | 11,330 | 12,085 |
| 8 | 9,790 | 10,870 | 11,195 | 11,735 | 12,490 |
| 9 | 10,210 | 11,290 | 11,615 | 12,155 | 12,910 |
| 10 | 10,650 | 11,730 | 12,055 | 12,595 | 13,350 |
| 11 | 11,105 | 12,185 | 12,505 | 13,045 | 13,805 |
| 12 | 11,575 | 12,655 | 12,975 | 13,515 | 14,225 |
| 13 | 12,060 | 13,140 | 13,465 | 14,005 | 14,760 |
| 14 | 12,560 | 13,640 | 13,965 | 14,505 | 15,260 |
| 20 | 13,135 | 14,215 | 14,540 | 15,080 | 15,835 |

**NON-DEGREE NURSES SALARY GUIDE
1973 - 1974**

| Experience | Nurses |
|------------|----------|
| 0 | \$ 7,660 |
| 1 | 7,940 |
| 2 | 8,200 |
| 3 | 8,470 |
| 4 | 8,810 |
| 5 | 9,165 |
| 6 | 9,535 |
| 7 | 9,925 |
| 8 | 10,330 |
| 9 | 10,750 |
| 10 | 11,190 |
| 11 | 11,645 |
| 12 | 12,115 |
| 13 | 12,600 |
| 14 | 13,100 |
| 20 | 13,675 |

Schedule B
EXTRA PAY FOR EXTRA WORK

I. Non-Athletic Activities

A. High School

| | |
|-------------------------------------|----------|
| 1. Publications | \$ 400 |
| (a) Newspaper | 250 |
| (b) Magazines | |
| (c) Yearbook | 400 |
| 1. Literary | 100 |
| 2. Photography | 100 |
| 3. Business | 350 |
| 2. Student Government Advisor | 600 |
| 3. Band Director | 200 |
| 4. Vocal and Concert Director | 450 |
| 5. Dramatics Director | |
| 6. Class Advisor— | 400 |
| Senior | 275 |
| Junior | 175 |
| Sophomore | 400 |
| 7. Cheerleader Advisor | 200 |
| 8. Majorettes Advisor | 200 |
| 9. Drill Team Advisor | 200 |
| 10. Color Guard Advisor | 350 plus |
| 11. Department Heads | 25/Tch. |

B. Junior High School

| | |
|---|----------|
| 1. Publications | 300 |
| 2. Student Government Advisor | 150 |
| 3. Department Heads | 350 plus |
| | 25/Tch. |
| 4. Team Leaders—Memorial School | 200 |
| 5. Curriculum Chairmen—Memorial School .. | 300 |
| 6. Safety Patrol Advisors (2 @ 125) | 250 |

C. Elementary

| | |
|-----------------------------------|----------|
| Safety Patrol Advisors (16) | 125 |
| Teachers-in-Charge | 300 plus |
| | 35/Tch. |
| Unit Leaders — Winslow | 300 |

II. Athletic Activities

| | A | B |
|------------------------------------|---------|---------|
| A. High School | | |
| Director of Athletics | \$1,600 | \$1,700 |
| Faculty Manager | 540 | 583 |
| Athletic Doctor (all Sports) | 1,080 | 1,165 |
| Football Head Coach | 1,458 | 1,574 |
| Assistants—1 @ | 756 | 816 |
| —4 @ | 648 | 699 |
| Basketball (Boys) | 972 | 1,049 |
| Assistants (2) | 486 | 524 |
| Basketball (Girls) | 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 | 864 | 933 |
| Assistant (1) | 432 | 466 |
| Indoor Track | | 500 |
| Assistant | | 250 |
| Soccer | | 750 |
| B. Junior High School | | |
| 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 |
| Assistant 2 @ | 135 | 145 |

A COLUMN — STARTING PAY
 B COLUMN — CONTINUING PAY

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 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.
- C. Travel allowance for special subject staff members shall be compensated according to the following:
1. A base allotment of \$5.00 per month shall be paid to those staff members whose scheduled teaching assignment for the school year includes more than one school.
 2. An allowance of \$1.00 per day shall be paid to any special subject teacher for travel to fulfill a daily teaching assignment involving two or more schools.
 3. The maximum payment of travel allowance in any month shall not exceed \$25.00. Such payments 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 transfers 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. 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. 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.
- C. Whenever possible, a conference between the evaluator and the teacher shall be had within five (5) school days of the observation.
- D. Except for confidential material, the teacher shall have the right to review the contents of the personnel file.

Article XIII INSTRUCTIONAL COUNCIL

- A. 1. An Instructional Council shall be established by the Vine-

land 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 \$1,000 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 days 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 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 leaves 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 of 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 letter 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 any 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 affect the protection of teachers, their property and the students in the Vineland Public School 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. Effective September 1, 1973, the Board of Education agrees to assume one hundred percent of the cost of Blue Cross, Blue Shield, Rider "J" and Major Medical coverage for each eligible employee and sixty-five percent of the dependent coverage for these insurance programs.

B. As soon as it is administratively possible, the Board agrees to place the above insurance programs in the New Jersey State Health Benefits Plan.

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 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, 1973 and shall continue into effect until the 30th day of June, 1974.

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
Eugene D. Barse, *President*
Attest: Carl Simmons, *Secretary*
Dr. Anthony R. Catrambone, *Superintendent*

VINELAND EDUCATION ASSOCIATION
Steven M. Horner, *President*
Attest: Gary L. Stanker, *Past President*
G. Robert Nelson, *Chairman, Negotiating Team*
John Mazzei, *Negotiating Team*
Sandy Steinfelds, *Negotiating Team*
Linda Aufseeser, *Negotiating Team*

CONSTITUTION

Article I

NAME

The name of this organization shall be the Vineland Education Association.

Article II

PURPOSES

The purposes of this association shall be the following: to strive earnestly and zealously for the attainment of educational programs that will meet the needs of all children living in a rapidly changing society, to foster good fellowship and professional ethics among its members; to negotiate matters of teacher salary and working conditions with the Board of Education; to establish and maintain cooperation among the schools, the Board of Education, and the community; to provide an opportunity for a continuous study of the problems of the teaching profession; and to form a representative body which will function effectively through and with the County, State, and National Education Associations.

Article III

MEMBERSHIP

Section 1. Active Members

- A. All certificated teachers, department heads, nurses, guidance counsellors, librarians, and social workers employed by the City of Vineland Board of Education may become active members of the United Teaching Profession by the payment of annual dues.
- B. Active members of the Vineland Education Association shall also be members of the Cumberland County Education Association, the New Jersey Education Association, and the National Education Association.

Section 2. Associate Members

- A. Associate members shall have the privileges of active membership except to vote, hold office, or represent the Association.
- B. Superintendents, assistant superintendents, principals, assistant principals, administrative assistants, psychologists, coordinators, directors, and supervisors may become associate members of the Vineland Education Association by the payment of annual dues.

- C. Any teacher who has retired from the City of Vineland Public Schools shall be entitled to associate membership in the Association. There shall be no dues for retired associate members.

Article IV OFFICERS

Section 1.

The officers of this Association shall be a President, a Vice President, a Recording Secretary, a Corresponding Secretary and a Treasurer.

Article V REPRESENTATIVES

Section 1.

The policy-forming body of the Association shall be the Representative Council.

Section 2.

The Representative Council of this Association shall consist of the five current officers; the immediate Past President of the Association and representatives from each of the school units according to the following apportionment:

High Schools — Six

Junior High Schools — Three

Elementary Schools — Three from each elementary supervisory area

All Teachers or Nurses not associated with any one school — Three

Section 3.

Any member of the Association who is not a member of the Representative Council may attend its meetings and may receive permission to speak.

Article VI EXECUTIVE COMMITTEE

Section 1.

The Executive Committee shall consist of officers and specified representatives from each school supervisory unit. The number of representatives shall be on the basis of one Executive Member from every three representatives. It shall be the executive authority of the Association.

Section 2.

Standing committee chairmen shall be members of the Executive Committee with all rights and privileges except the vote.

**Article VII
AMENDMENTS**

Section 1.

Amendments to the Constitution and Bylaws may be made by a two-thirds majority of the active members of the Association voting in a regular or special election called for this purpose, provided that each amendment has been previously introduced at a regular meeting of the Representative Council and that copies have been distributed to each active member of the Association at least two calendar weeks in advance of the election.

**BYLAWS
Article I
MEETINGS**

Section 1.

Between October 1 and June 30 of each school year, there shall be at least one general meeting of the Association. The President, with the advice of the Executive Committee, shall determine the time and place of this meeting.

Section 2.

Special meetings may be held at the call of the President or upon the written petition of fifteen or more members.

Section 3.

The Executive Committee and the Representative Council shall meet monthly on a date determined by the committees at their first meeting in September.

Section 4.

A quorum for the Representative Council shall consist of the majority of the members of the Representative Council.

Section 5.

A quorum for committee meetings shall consist of a majority of the members of that committee.

**Article II
ATTENDANCE**

Section 1.

Any member of the Executive Committee, Representative Council and/or standing or ad-hoc committee chairman who is not present at two consecutive or any three official meetings in the same school year, shall be subject to neglect of duty charges as stipulated in Article X of the Bylaws.

Section 2.

An official alternate will be counted towards the attendance of the official representative.

If any member cannot make a meeting, he is required to send an official alternate.

Section 3.

An alternate for any representative or Executive Committee member must present an official alternate form to the secretary prior to any Executive Committee and/or Representative Council meeting.

This form shall be distributed by the first meeting of each school year and/or upon request. The form shall include the following:

I,, have designated
Name of member

..... to alternate for me at
Name of alternate

the meeting of the
Representative Council; Executive Comm.

on to
Date

represent
Name of area

Signed,

Representative

Alternate

**Article III
DUTIES OF OFFICERS**

Section 1.

The President shall preside at meetings of the Association, the Representative Council, and of the Executive Committee. He shall sign all orders drawn upon the treasury, and he shall be an ex-officio member of all of the committees. He shall call meetings, suggest policies, and shall be held responsible for the progress and work of the Association.

Section 2.

In the absence of the President, the Vice President shall perform all duties belonging to that office. The Vice President shall be an ex-officio member of all committees.

Section 3.

The Recording Secretary shall keep a permanent record of all meetings of the Association, the Representative Council, and Executive Committee, and all other committees and shall be responsible for maintaining a current list of the membership of the Association.

The Recording Secretary shall send the agenda and the previous representative council minutes to the representative council members and all chairmen. These minutes and agenda should be received at least seven days prior to the next representative council meeting.

Section 4.

The Corresponding Secretary, as directed by the President, shall carry on all correspondence pertaining to the affairs of the Association.

Section 5.

The Treasurer shall receive all funds belonging to the Association, pay out same on orders of the President, keep an itemized account of receipts and expenditures, make a written report of all receipts and expenditures at all general, Executive Committee, and Representative Council meetings, and be chairman of the Budget Committee. The Treasurer shall be responsible for filing the Annual Report with the N. J. Secretary of State and provide the members with an annual financial statement.

**Article IV
DUTIES OF REPRESENTATIVES**

Section 1.

A. The Senior Representative shall:

- attend all required meetings — representative and executive council,
- conduct at least one building meeting monthly — an appropriate time to be between Executive Committee and Representative Council meetings,
- keep members in (his or her) administrative area well informed,
- be responsible for the collection of membership dues, and

- inform new teachers and other prospective members about our local, county, state, and national associations.
- B. Other Representatives shall:
 - attend all representative council meetings,
 - assist the senior representative, and
 - work tirelessly for the improvement of our association.

**Article V
DUTIES OF COMMITTEE CHAIRMEN**

Section 1.

The committee chairman shall:

- hold meetings as often as necessary in order to attain the general goals and specific objectives of the committee.
- present all reports in writing to the Recording Secretary by the following Executive Committee meeting.

**Article VI
POWER OF THE EXECUTIVE COMMITTEE**

Section 1.

The Executive Committee shall:

- be responsible for the management of the Association,
- carry out policies established by the Representative Council,
- cause to be reported to the members its transactions and those of the Council,
- establish such special committees as may be necessary, and
- suggest policies for consideration by the Council.

Section 2.


The Executive Committee shall represent the Association in negotiating any policies of mutual concern with the governing and appropriating bodies of the school system. By official action, the Committee may delegate its power to negotiate specific issues to other appropriate committees or representatives.

**Article VII
POWER OF THE REPRESENTATIVE COUNCIL**

Section 1.

The Representative Council shall:

- approve all expenditures,
- approve the budget,
- act on report of committees,

- 
- approve resolutions and other policy statements,
 - adopt rules governing the conduct of the Association,
 - adopt rules governing the conduct of the meetings as are consistent with this constitution and bylaws, and
 - be the final judge of the qualifications and election of officers and faculty representatives.

Section 2.

Powers not delegated to the Executive Committee, the officers, or other groups in the Association shall be vested in the Representative Council.

Article VIII COMMITTEES

Section 1. Standing Committees

The following standing committees shall be appointed by the President of the Association with the approval of the Representative Council: Legislative, Public Relations, Membership, Professional Rights and Responsibilities, Human Relations, Research and Records, Teacher Evaluation and Professional Standards and Instructional Committee. It shall be the duty of all committees to function as representative groups with the purpose of promoting the welfare of the teaching profession as a whole. All reports to the Association shall be presented in writing for the records of the Recording Secretary by the following Executive Committee meeting.

Section 2.

- A. The Legislative Committee shall keep the membership informed of all legislative matters on the state and national levels and to carry out the recommendations of the NJEA and NEA as to proposed legislation.
- B. The Public Relations Committee shall initiate and maintain an effective public relations program for the Association.
- C. The Membership Committee shall consist of a representative from each supervisory area and shall be responsible for conducting membership drives and orientation of new members.
- D. The Professional Rights and Responsibilities Committee shall see that the contract is adhered to by all teachers and the Board of Education. This shall be done by filing and pursuing grievances to insure contract effectiveness.

- E. The Human Relations Committee shall dramatize and give substance to local commitment in the area of human relations, provide a rallying point and focus of service for the teacher who is interested in social action, offer a climate necessary for promoting the anticipatory reconciliation that is important to fostering intergroup, interethnic, and interracial understanding, and provide organizational means for program continuity with positive line relationship between local, county, state, and national committees.
- F. The Research and Records Committee shall maintain and up-date records of the association and accumulate educational data pertinent to the aims of the association.
- G. The Teacher Educational and Professional Standards Committee shall be the catalytic group in stimulating other members to grow in professional attitudes, understandings, and actions. A TEPS committee shall work to improve the quality of service of members and contribute to advancing standards and performance in the profession at local, county, state, and national levels.
- H. The Instructional Committee will work on such matters as curriculum improvements, advancement of the profession, educational goals of the district, educational specifications for buildings, research and experimentation and other related matters concerning the effective operations of the City of Vineland School District. It will submit recommendations to the Instructional Council of the Vineland Public School District.

Section 3.

Ad-Hoc committees may be appointed by the President of the Association as deemed necessary. These shall include, but not be limited to, Audit, Budget, Welfare and Constitutional Review.


Article IX ELECTION OF OFFICERS

Section 1.

Candidates for the office of President, Vice President, and Treasurer must be under tenure. Candidates for the office of Recording Secretary and Corresponding Secretary should be under tenure.

Section 2.

The active members of the Association in each building during the month of January may nominate candidates for



President-Elect, Vice President, Recording Secretary, Corresponding Secretary and Treasurer. Nominations shall be by petition of 50 members. The fifty signatures shall consist of the following: A maximum of 50% of the signatures shall be from the petitioner's supervisory area; the remaining 50% shall be a representative sampling from a minimum of at least three other supervisory areas. The Senior Faculty Representative shall deliver all nomination petitions to the Committee on Elections prior to the February meeting.

Section 3.

A Committee on Elections shall report all nominations to the Representative Council at the February meeting.

Section 4.

A final election shall be held by March 31st in which members shall vote for officers by secret ballot, in accordance with procedures developed by the Committee on Elections and approved by the Representative Council.

Section 5.

The Committee on Elections may, with approval of the Representative Council, hold primary elections at least two weeks prior to March 31st.

Section 6.

The term of office for officers shall be for one year commencing July 1st and terminating June 30th. Officers may be re-elected for no more than three consecutive years. Should a vacancy in the office of Recording Secretary, Corresponding Secretary or Treasurer occur, it shall be filled by the President with the approval of the Representative Council. Filling an unexpired term shall not be considered a term of office.

Section 7.

Whenever the offices of either President or Vice President shall become vacant between elections, the remaining members of the Executive Committee shall choose one of their members to serve as President Pro tempore.

Section 8.

A. Elections of New Representative Councilmen and their alternates shall be conducted by the Executive Committee member of each supervisory area and shall be completed May 31. The new representatives shall have a term of office commencing July 1st and terminating June 30th.

- B. In the event that an elected member changes his supervisory area or leaves the district, it shall be the duty of the other faculty representatives from the supervisory area to hold an election at its earliest convenience for a new representative who shall serve for the unexpired term of office.
- C. Executive Committee members shall be selected from the representatives of each supervisory unit by the representatives themselves.

Article X NEGLECT OF DUTY

Section 1.

Written charges of neglect of duty against any officer, representative committee chairman, or the organization itself, may be brought to the Executive Committee and filed with the secretary.

Section 2.

If the charges are valid, the Executive Committee shall appoint a committee of five members in good standing to investigate the facts concerning the case and to hold hearings on the charges and present their findings and recommendations to the Representative Council.

Section 3.

The committee shall send the accused party a written notice to appear before it at least seventy-two hours in advance of the hearing date. It shall also furnish the accused party with a copy of all the charges. The failure of the accused to obey this summons is cause for expulsion from the committee and/or Representative Council by a two-thirds majority of the active members of the Representative Council.

Section 4.

When the committee's report is read, the accused party shall be permitted to make a statement. The Committee shall be allowed to reply.

Section 5.

After a fair time for discussion has elapsed, the accused party shall retire from the room and the Representative Council shall vote by secret ballot on the recommendations of the committee. A two-thirds majority of the active voting members is needed to carry out any recommendations.

Section 6.

The accused shall have the right to counsel, if so desired.

Section 7.

If any disciplinary action is taken, the accused shall have the right to appeal the Representative Council's decision to his constituents and/or the Executive Committee. If the appeal is based on new facts, there will be another hearing at the earliest possible date.

Section 8.

If the recommendations are not adopted by a two-thirds majority of the Representative Council all charges and records thereof shall be deleted from all Association records.

Section 9.

The purpose of this article is to insure good leadership and representation in the Vineland Education Association. The following area which might fall under the category of Neglect of Duty.

- A. Failure to call at least one meeting a month.
- B. Failure to perform the duties prescribed by the Constitution and Bylaws.
- C. Failure to attend meetings.
- D. Any action which might be deemed detrimental to the Vineland Education Association.

All hearings shall be held informally and confidentially so that an equitable solution to the problem can be resolved as quickly as possible.

**Article XI
RATIFICATION OF AGREEMENTS**

Section 1.

All agreements between the Association and the Board of Education shall be ratified by a majority vote of the Association members voting. Voting for ratification of agreements will be by secret ballot and conducted by the Representative Council.

**Article XII
PARLIAMENTARY PROCEDURE**

Section 1.

Robert's Rules of Order, Revised, shall be authority on parliamentary procedures on all matters not covered by the constitution and bylaws of the Association.