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AGREEMENT

Between

VINELAND BOARD OF EDUCATION

and

VINELAND EDUCATION ASSOCIATION

1976-1978



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, helping teachers, and social workers; but excluding the superintendent, assistant superintendent, 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 October 1, 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.

GRIEVANCE PROCEDURE (con't.)

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 a grievance regarding an administrative decision 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.

GRIEVANCE PROCEDURE (con't.)

(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 reemployed.

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 for the 1976-77 school year. Beginning July 1, 1977, and thereafter, the recommendation of the arbitrator shall be binding 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.

GRIEVANCE PROCEDURE (con't.)

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. (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 123, Public Laws of 1975 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 at least twenty-four hours in advance and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

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

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

- C. Subject to the approval of the Board, the Association and its representatives shall have the right to use school buildings at reasonable times and reasonable intervals in accordance with existing Board policy concerning the use of 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 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. Any teacher continuously 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 teachers' salary guide for previous outside teaching experience in a duly accredited public school, public college, or university; credit not to exceed four years of military or alternative civilian service required by the Selective Service System; credit not to exceed three years for service in the Peace Corps, VISTA, or National Teacher Corps work and time spent on a Fullbright scholarship may be granted to a teacher upon initial employment.
 - 2. In the second year of employment all remaining credit due for experience and service as described above shall be granted to the teacher.
 - 3. Upon initial employment, credit for non-public school or college teaching experience may be granted to a teacher. This amount of credit initially granted shall be retained in the implementation of the teachers' salary schedule for all ensuing years.
- 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 teachers' 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 30.
- 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

WORK YEAR

- A. The work year for the teacher shall consist of 184 days duration as follows:
- 180 days for pupil instruction
 - 1 day for opening activities for all teachers
 - 1 day for closing activities for all teachers
 - 2 days for in-service training, workshops, or other professional development.
- B. In the first year of employment, teachers new to the district may be required to attend up to three days of orientation sessions prior to the opening week of school.
- C. In addition to the two (2) full days for in-service training, workshops, or other professional development (in Section A above), half day sessions, defined as any day in which pupils are dismissed early, may also be required for the same purposes.
- D. One-half (1/2) day parental conferences or voluntary workshops shall not be considered one-half day sessions as referred to in Section C above.
- E. Additional in-service days may be added to the calendar if more than provided for herein are mandated by the State of New Jersey.

ARTICLE IX

WORK DAY

- A. The length of work day for teachers of grades 9-12 shall be no longer than the length of day for these grades as scheduled in 1971, prior to split sessions. Teachers of grades K-8 shall have a work day no longer than the 1975-76 school day.
- B. Teachers assigned to grades 7-12 shall be granted five (5) conference preparation periods per week.
- C. Any teacher employed in both morning and an afternoon session shall be entitled to a duty-free lunch period during the hours normally used for lunch periods in the school; such duty-free lunch period shall be not less than 30 minutes except in a school which currently (1975-76) has a pupil lunch period of less than 30 minutes, in which case the duty-free lunch period shall not be less than the lunch period time allowed pupils.
- D. The Board shall make every possible effort to secure substitute teachers when any teacher of art, music, library, and physical education in the elementary schools are absent in order that regular classroom teachers in grades K-6 may have a conference/preparation period.
- E. Wherever possible, a substitute will be obtained when a nurse is absent.

ARTICLE X

TEACHER ASSIGNMENT

- A. 1. All elementary teachers shall be given written notice of any changes in building or grade assignment for the ensuing school year not later than July 1 except as provided under Section B below.
2. Secondary grades teachers shall be given written notice of any changes in building assignment and subject teaching assignment for the ensuing year not later than July 1 except as provided under Section B below.
3. A copy of the individual teacher's specific period, schedule, and room assignment for the new school year shall be made available in writing for secondary school teachers by August 5.
- 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 teachers who must travel between assignments as a part of their work day shall be compensated at the rate of 15¢ per mile. This mileage allowance shall be determined by October 31 and prorated on the basis of the average daily mileage multiplied by 180 days. The payment of this travel allowance shall be made in two equal payments during the school year.

ARTICLE XI

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 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

1976-77

	<u>Non-Degree</u>	<u>Bachelors</u>	<u>Bachelors + 30</u>	<u>Masters</u>	<u>Masters + 30</u>
0	\$ 8,800	\$ 9,700	\$ 10,175	\$ 10,650	\$ 11,400
1	9,000	9,900	10,375	10,850	11,600
2	9,300	10,200	10,675	11,150	11,900
3	9,600	10,500	10,975	11,450	12,200
4	9,900	10,800	11,275	11,750	12,500
5	10,300	11,200	11,675	12,150	12,900
6	10,600	11,500	11,975	12,450	13,200
7	10,900	11,800	12,275	12,750	13,500
8	11,400	12,300	12,775	13,250	14,000
9	11,800	12,700	13,175	13,650	14,400
10	12,200	13,100	13,575	14,050	14,800
11	12,700	13,600	14,075	14,550	15,300
12	13,200	14,100	14,575	15,050	15,800
13	13,700	14,600	15,075	15,550	16,300
14	14,200	15,100	15,575	16,050	16,800
15	14,700	15,600	16,075	16,550	17,300
16	15,200	16,100	16,575	17,050	17,800
17	15,700	16,700	17,175	17,650	18,400
20	16,400	17,300	17,775	18,250	19,000

SCHEDULE B

EXTRA PAY FOR EXTRA WORK

<u>I. Non-Athletic Duties</u>	<u>1976-77</u>	<u>1977-78</u>
<u>A. HIGH SCHOOL</u>		
1. Publications		
(a) Newspaper (Grades 11-12) -----	\$ 475	\$ 500
(b) Magazines (Grades 11-12) -----	\$ 325	\$ 350
(c) Yearbook		
1. Literary -----	\$ 475	\$ 500
2. Photography -----	\$ 175	\$ 200
3. Business -----	\$ 175	\$ 200
2. Student Government Advisor (Grades 11-12)	\$ 425	\$ 450
3. Student Government Advisor (Grades 9-10)	\$ 200	\$ 300
4. Band Director -----	\$ 800	\$ 900
(a) Band Assistant -----	\$ 375	\$ 495
5. Vocal and Concert Director -----	\$ 425	\$ 600
6. Dramatics Director -----	\$ 475	\$ 475
7. Class Advisors		
(a) Senior Class -----	\$ 425	\$ 450
(b) Junior Class -----	\$ 325	\$ 350
(c) Sophomore Class -----	\$ 225	\$ 250
(d) Freshmen Class -----	\$ 225	\$ 250
8. Cheerleader Advisor -----	\$ 475	\$ 500
(a) Cheerleader Assistant -----	\$ 250	\$ 275
9. Majorettes Advisor -----	\$ 375	\$ 495
10. Drill Team Advisor -----	\$ 375	\$ 495
11. Color Guard Advisor -----	\$ 375	\$ 495
12. Department Heads -----	\$ 400 + 25/Tchr.	\$ 425 + 25/Tchr.
<u>B. JUNIOR HIGH SCHOOL</u>		
1. Publications (Grades 7-8) -----	\$ 400	\$ 500
2. Curriculum Chairmen (Grades 7-8) -----	\$ 300	\$ 325
3. Team Leaders (Grades 7-8) -----	\$ 200	\$ 225
4. Safety Patrol Advisors (Grades 7-8) ----	\$ 150	\$ 175
<u>C. ELEMENTARY</u>		
1. Safety Patrol Advisors -----	\$ 150	\$ 175
2. Teachers-in-Charge -----	\$ 350 + 25/Tchr.	\$ 375 + 25/Tchr.
3. Unit Leaders -----	\$ 300	\$ 325

SCHEDULE B

EXTRA PAY FOR EXTRA WORK

II. Athletic Activities

Extra pay for athletic coaches, athletic director, and faculty manager is in accordance with the schedule which appears below. Compensation for coaching duties has been established according to the criteria on file with the Secretary of the Board of Education and available through the principal's office or the Association.

The aforementioned shall be implemented by granting a double increment until the appropriate level on the guide reflecting years of experience in the particular assignment is reached.

Compensation for assistant coaches shall be computed at 55% of the salary indicated for a head coach and shall be in accordance with experience as an assistant in that particular assignment.

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
Athletic Director	\$ 1,750	\$ 1,825	\$ 1,900	\$ 1,975
Faculty Manager	\$ 825	\$ 900	\$ 975	\$ 1,050
Baseball ----- Head Coach	\$ 961	\$ 1,036	\$ 1,111	\$ 1,186
Basketball (Boys)- Head Coach	\$ 1,190	\$ 1,265	\$ 1,340	\$ 1,415
Basketball (Girls)-Head Coach	\$ 1,139	\$ 1,214	\$ 1,289	\$ 1,364
Cross Country ---- Head Coach	\$ 561	\$ 636	\$ 711	\$ 786
Field Hockey ----- Head Coach	\$ 697	\$ 772	\$ 847	\$ 922
Football ----- Head Coach	\$ 1,624	\$ 1,699	\$ 1,774	\$ 1,849
Golf ----- Head Coach	\$ 689	\$ 764	\$ 839	\$ 914
Soccer ----- Head Coach	\$ 774	\$ 849	\$ 924	\$ 999
Softball ----- Head Coach	\$ 850	\$ 925	\$ 1,000	\$ 1,075
Swimming ----- Head Coach	\$ 689	\$ 764	\$ 839	\$ 914
Tennis (Boys) ---- Head Coach	\$ 731	\$ 806	\$ 881	\$ 956
Tennis (Girls) --- Head Coach	\$ 723	\$ 798	\$ 873	\$ 948
Track ----- Head Coach	\$ 842	\$ 917	\$ 992	\$ 1,067
Wrestling ----- Head Coach	\$ 1,148	\$ 1,223	\$ 1,298	\$ 1,373

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. All non-tenure teachers shall be evaluated not less than three times each 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. The teacher shall have the right to review the contents of his personal file.

- F. Upon receiving a formal complaint concerning a teacher, the administrator to whom it is presented shall, within three school days, inform the teacher in writing of the nature of the complaint, with the particulars and the name of the complaining party.

ARTICLE XIII

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 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

- I. A teacher may need to be absent from assigned duties due to a personal emergency situation or to attend to a personal matter which is, by its nature, of such pressing importance that it can only be performed during school hours. When this becomes necessary, the Board will grant temporary leave of absence to the employee according to the following:
- A. 1. A maximum of two (2) days shall be authorized in order to attend to:
- (a) any legal matter,
 - (b) participation in graduation ceremonies or college orientation for self, spouse or child,
 - (c) home emergency, i.e., catastrophe, fire, storm damage,
 - (d) any other personal emergency as described above at the discretion of the Superintendent of Schools.
2. If an employee does not utilize any part of the two (2) days allowed, the remainder shall be credited to the employee's accumulative sick leave program for succeeding years.
- B. Three days may be granted for the marriage of the employee, serious illness or death in the immediate family (mother, father, brother, sister, spouse, child, grandparents, mother-in-law, father-in-law), or for the observance of any religious holiday(s) mandated by one's faith where such observance prevents the employee from working on said day(s). Any part of the two days allowed for personal business in Section A above not utilized within the school year may also be used in conjunction with the three (3) days provided herein.
- C. One (1) day may be granted for attendance at 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.
- D. 1. Under extenuating circumstances and after consultation with and approval by the Superintendent, an employee may be granted additional days from those authorized in Section B to attend to a continuing matter for which personal leave had been previously approved except as is otherwise limited below.
2. The total allowance of temporary leaves of absence with pay authorized under Sections A, B and C of this Article shall not exceed five (5) days in any school year.

TEMPORARY LEAVES OF ABSENCE (con't.)

- D. 3. Whenever the request exceeds the allowable temporary leave days according to the provisions of this Article, the employee shall be required to make a refund at the rate of 1/200 of annual salary for each day in excess.
 4. There shall be no accrual of temporary leave days for personal reasons from one year to another.
- II. Temporary leaves of absence shall not be used for vacation purposes or outside employment in any way.
 - III. Notice of a desire for temporary leave shall be filed with the Superintendent of Schools on a form provided for this purpose. The reason shall be indicated by checking the appropriate space on the form or specifying a reason where the list does not provide for same. This must reach the office of the Superintendent at least five (5) days in advance of the date(s) requested. (A waiver of this time limit may be approved by the Superintendent in emergencies and unusual circumstances.) A determination will be made not later than two (2) working days preceding the date(s) requested.
 - IV. Leave shall be granted 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 an employee becomes 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.
- C. One professional leave day may be granted to a teacher upon request, with that day being utilized in lieu of one of the two days authorized under Article XV, Section I--A1, according to the following guidelines:
1. The professional day may be for attendance at a workshop, seminar, or visit to another school for the expressed purpose of self professional improvement for the job.
 2. The request shall arrive in the office of the Superintendent of Schools at least ten (10) working days prior to the date requested and shall be reviewed by the immediate supervisor prior to submission. The Board reserves the right to deny a professional leave day before or immediately following a holiday or on a day which by its nature suggests a hardship for providing a substitute.
 3. No more than two teachers from any elementary school or from any department in the secondary schools may be granted a professional leave for a given day.
 4. The teacher may be required to submit a report to the Superintendent of Schools regarding the activity of the professional day.
 5. Costs incurred by the teacher for the professional day authorized under this Section shall be the teacher's responsibility.
 6. A maximum of 90 professional leave days may be authorized for the school year and they shall be apportioned as follows: elementary - 35; grades seven and eight - 20; and high school - 35.

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

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 and desirous employee and his/her eligible dependents.

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

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 XXVI

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 XXVII

DURATION OF AGREEMENT

This Agreement shall become effective the 1st day of July, 1976 and shall continue in full force and effect until the 30th day of June, 1978 subject to either party's right to negotiate Article XI (Salaries - Schedule A), Article XXII (Insurance Protection), and one article either current or newly proposed for the 1977-1978 school year.

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

J. H. Bradley

Attest:

Robert A. Coyle

Date:

April 7, 1976

VINELAND BOARD OF EDUCATION

Ernest D. Adams
President

Attest:

Carol Simmons
Secretary

RECEIVED AUG 30 1976