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THIS BOOK DOES  
NOT CIRCULATE

AGREEMENT

Between

VINELAND BOARD OF EDUCATION

and

VINELAND EDUCATION ASSOCIATION

1970-1971

ARTICLE I

RECOGNITION

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

ARTICLE II

NEGOTIATION PROCEDURE

A. In accordance with existing laws, the parties agree to meet at reasonable times and reasonable intervals (not later than December 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 counterproposals in the course of negotiations.

## 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.
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 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.

ARTICLE III - GRIEVANCE PROCEDURE (con't.)

3.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 school days after the decision at Level Two or ten (10) school days after the grievance was presented, whichever is sooner.

ARTICLE III - GRIEVANCE PROCEDURE (con't.)

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.

- 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

TEACHERS' RIGHTS

A. In accordance with existing laws, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the employment of any rights conferred by Chapter 303, Public Laws 1968 or other laws of New Jersey or the constitutions of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

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

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

ARTICLE IV - TEACHERS' RIGHTS

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.



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 teacher aides or clerical staff members and mechanical equipment to relieve all teachers from non-teaching duties to the extent that such services are administratively and financially possible.

C. 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, subject to the exigencies of available teachers, 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 1970-71 school year.
- C. When a new teacher is employed, the following shall apply:
1. Credit up to the sixth (6) step of the appropriate training level on the Teacher Salary Schedule shall 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 for 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 1970-71 school year, the aforementioned credit shall be given to any presently employed teacher who has not heretofore received it.
  4. During the first year of employment not more than six years credit by combination of any of the above shall be allowed. In the second year of employment, any remaining credit due shall be granted.

ARTICLE VII - TEACHER EMPLOYMENT (con't.)

- 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 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.

ARTICLE VIII

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

## TEACHERS SALARY GUIDE

1970-1971

Exp.	Non-Degree	Bachelor's Degree	Bachelor's Plus 30	Master's Degree	Master's Plus 30
0	\$ 6400	\$ 7000	\$ 7300	\$ 7700	\$ 8300
1	6700	7300	7600	8000	8600
2	7000	7600	7900	8300	8900
3	7300	7900	8200	8600	9200
4	7650	8250	8550	8950	9550
5	8000	8600	8900	9300	9900
6	8350	8950	9250	9650	10,250
7	8700	9300	9600	10,000	10,600
8	9050	9650	9950	10,350	10,950
9	9400	10,000	10,300	10,700	11,300
10	9800	10,400	10,700	11,100	11,700
11	10,200	10,800	11,100	11,500	12,100
12	10,600	11,200	11,500	11,900	12,500
20	10,900	11,500	11,800	12,200	12,800

SCHEDULE B

EXTRA PAY FOR EXTRA WORK

I. Non-Athletic Activities

A. High School

(Activity)	(Total Amount)
1. Publications	
(a) Newspaper	\$ 350
(b) Magazines (2)	200
(c) Yearbook	
1. Literary Advisor	300
2. Photography	100
3. Business	100
2. Student Government Advisor	300
3. Band Director	450
4. Vocal and Concert Director	150
5. Dramatics Director	400
6. Class Advisor	
(a) Senior Class	400
(b) Junior Class	250
(c) Sophomore Class	150
7. Cheerleaders Advisor	400
8. Majorettes Advisor	175
9. Drill Team Advisor	175
10. Color Guard Advisor	100

B. Junior High School

1. Publications	300
2. Student Government Advisor	150

C. Elementary

1. Safety Patrol Advisor ( 6 @ \$200, 2 @ \$100 )	1,400
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SCHEDULE B

II. Athletic Activities

A. High School

<u>(Activity)</u>	<u>(Amount)</u>
Director of Athletics	\$ 1,500
Faculty Manager	450
Athletic Doctor (All Sports)	1,000
 <u>Football</u>	
Head Coach	1,350
Assistants (5)	1 @ \$700
	4 @ \$600
	700
	2,400
 <u>Basketball (Boys)</u>	
Head Coach	900
Assistant (1)	450
 <u>Basketball (Girls)</u>	
Head Coach	500
Assistant (1)	250
 <u>Wrestling</u>	
Head Coach	900
Assistant (1)	450
 <u>Baseball</u>	
Head Coach	800
Assistant (1)	400



II. Athletic Activities (con't.)

A. High School (con't.)

<u>(Activity)</u>	<u>(Amount)</u>
<u>Cross Country</u>	
Head Coach	\$ 500
<u>Tennis (Boys)</u>	
Head Coach	500
<u>Tennis (Girls)</u>	
Head Coach	375
<u>Golf (Boys)</u>	
Head Coach	300
<u>Track</u>	
Head Coach	800
Assistant (1)	400

II. Athletic Activities (con't.)

B. Junior High School

<u>(Activity)</u>	<u>(Amount)</u>
<u>Football</u>	
Head Coach	\$ 675
Assistants (2 @ \$ 338)	676
<u>Basketball</u>	
Head Coach	450
Assistant	225
<u>Baseball</u>	
Head Coach	400
Assistant	200
<u>Wrestling</u>	
Head Coach	450
Assistant	225
<u>Track</u>	
Head Coach	400
Assistant	200
<u>Girls All Sports</u>	
Head Coach	225
Assistants (2 @ \$ 125)	250

ARTICLE IX

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 30.

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 30, any teacher affected shall be notified promptly in writing, and upon the request of the teacher, any change 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 special subject 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 \$20.00. Such payments shall be made in two equal payments during the school year.

ARTICLE X

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 and the requirements for such positions as they occur. A vacancy shall be interpreted to mean any position having monetary compensation.

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. 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 interests of the school system.

3. If a teacher's request for transfer has not been granted, a renewed or subsequent request shall 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.

ARTICLE XI

TEACHER EVALUATION

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

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

ARTICLE XII

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 buildings, 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 XIII

SICK LEAVE

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.

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 XIV

TEMPORARY LEAVES OF ABSENCE

A. An allowance of up to five days, non-accumulative, 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 considered necessary.

1. Reasons for such leave may include death in the family, death of an intimate friend, serious illness in the immediate household and other reasons of a personal nature such as, marriage of the employee, marriage of a member of the immediate family or intimate friend, religious holidays mandated by one's faith, personal court appearance, personal business which cannot be scheduled outside school hours, and other emergency or urgent reason not herein included if approved by the Superintendent of Schools.
2. The procedure for requesting personal leave shall be according to the following:
  - (a) A letter directed to the Superintendent of Schools with a copy to the immediate supervisor indicating the reason for the requested leave of absence and the expected period of absence.
  - (b) The letter should reach the office of the Superintendent of Schools three days prior to the beginning date of the requested leave. A waiver of this time limit may be approved under unusual circumstances. In any such instance, the employee shall adhere to the normal procedure for reporting absence to the office of the Superintendent and then proceed to submit a written request in accordance with Section 2 (a).



ARTICLE XIV - TEMPORARY LEAVES OF ABSENCE (con't.)

B. Leave shall be granted to persons to fulfill the military requirement 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 XV

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

ARTICLE XV - EXTENDED LEAVES OF ABSENCE (con't.)

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 XVI

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 XVII

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 XVIII

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 XIX

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 (NJAS 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 XX

CONSTITUTIONAL AND STATE LAW RESERVATIONS

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.



ARTICLE XXI

INSURANCE PROTECTION

The Board of Education will provide Blue Cross and Blue Shield and Rider "J" coverage for the teacher in addition to the Major Medical program. At the option of the teacher, the insurance herein provided may be extended to the family of the teacher in accordance with the master policy but at the sole expense of the teacher.


ARTICLE XXII

DURATION OF AGREEMENT


This Agreement shall become effective the 1st day of July, 1970 and shall continue into effect until the 30th day of June, 1971.

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

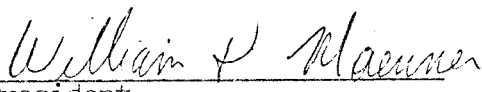
VINELAND BOARD OF EDUCATION

By:   
President

ATTEST:

By:   
Secretary

VINELAND EDUCATION ASSOCIATION

By:   
President

By:   
Negotiating Chairman