

ARGEEMENT

Between

VINELAND BOARD OF EDUCATION

and

VINELAND EDUCATION ASSOCIATION

1980-1983

DOES NOT  
THE

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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 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 the 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.

GRIEVANCE PROCEDURE (con't.)

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) 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) 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.

GRIEVANCE PROCEDURE (con't.)

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.

(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.



GRIEVANCE PROCEDURE (con't.)

(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 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.

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 concerned 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 for Association meetings. No such meetings shall interfere with or 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
  3. duplicate report 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 aids to relieve all secondary teachers from the following non-teaching duties dependent upon availability of personnel:
1. supervision of lunchroom
- E. Notwithstanding any provision of this Article to the contrary, no teacher shall be required to perform lunchroom or playground supervision. However, nothing contained herein shall be construed so as to prevent teachers from accepting these assignments voluntarily with the expressed understanding that no teacher shall be coerced in any manner into accepting such assignments.
- F. 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 liability 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 teacher's 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 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 teacher workday shall be no longer than the 1979-80 workday. Professional conferences, faculty and in-service meetings may be scheduled as in previous years.
- B. Teachers shall be provided conference/preparation time according to the following:
  - 1. Teachers assigned to grades 7-12 shall be granted five (5) conference/preparation periods per week.
  - 2. Teachers in grades K-6 shall receive a minimum of 270 minutes of conference/preparation time every ten (10) days in the 1980-81 contract year, 280 minutes of conference/preparation time every ten (10) days in the 1981-82 contract year and 290 minutes of conference/preparation time every ten (10) days in the 1982-83 contract year. These periods shall be not less than thirty (30) minutes in length and one (1) of these periods shall occur on at least two (2) out of five (5) days.
  - 3. Nothing herein shall be construed to reduce or eliminate the amount of preparation/conference time currently granted teachers in grades K-6.
- C. Whenever possible, a substitute will be obtained when a nurse is absent.
- D. 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 thirty (30) minutes, except in a school which currently has a pupil lunch period of less than thirty (30) minutes, in which case the duty-free lunch period shall not be less than the lunch period time allowed pupils.

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 18¢ per mile during the 1980-81 contract year, 20¢ per mile during the 1981-82 contract year and 22¢ per mile during the 1982-83 contract year. 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.
- D. Those nurses, social workers and learning disability specialists who cannot determine a definite annual travel pattern by October 31 shall be required to keep a daily log and will be reimbursed semi-annually according to the terms of paragraph (C) above.



ARTICLE XI

SALARIES

- A. 1. The salaries of all teachers covered by this Agreement are set forth in Schedules "A" and "B" which are attached hereto and made a part hereof.
2. Compensation for specified extra curricular duties, including coaching, shall be in accordance with Schedule "C" 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 fifteen, 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 the Board and the Association.
- C. Adjustment to the next training level on the salary guide shall occur on either September 1 or February 1, subject to the official transcript from the teacher's college being received by the district prior to such date.

If the transcript is received after September 1 or February 1 by administration, through no fault of the teacher, placement on the salary guide shall be retroactive to either of the aforesaid dates, whichever may be applicable.

ARTICLE XI  
 SCHEDULE A  
 SALARY GUIDE  
 1980-1981

	N.D.	B.A.	B.A.+30	M.A.	M.A.+30
1.	11,375	12,375	12,875	13,375	14,075
2.	11,700	12,700	13,200	13,700	14,400
3.	12,025	13,025	13,525	14,025	14,725
4.	12,350	13,350	13,850	14,350	15,050
5.	12,675	13,675	14,175	14,675	15,375
6.	13,000	14,000	14,500	15,000	15,700
7.	13,325	14,325	14,825	15,325	16,025
8.	13,650	14,650	15,150	15,650	16,350
9.	14,100	15,100	15,600	16,100	16,800
10.	14,650	15,650	16,150	16,650	17,350
11.	15,100	16,100	16,600	17,100	17,800
12.	15,450	16,450	16,950	17,450	18,150
13.	16,000	17,000	17,500	18,000	18,700
14.	16,550	17,550	18,050	18,550	19,250
15.	17,200	18,200	18,700	19,200	19,900

All teachers above step 15 shall receive \$1,950.00 increase over their 1979-1980 salary.

SCHEDULE A (con't)  
ARTICLE XI  
SALARY GUIDE

1981-1982

	N.D.	B.A.	B.A.+30	M.A.	M.A.+30
1.	12,100	13,100	13,600	14,100	14,800
2.	12,500	13,500	14,000	14,500	15,200
3.	12,900	13,900	14,400	14,900	15,600
4.	13,300	14,300	14,800	15,300	16,000
5.	13,700	14,700	15,200	15,700	16,400
6.	14,100	15,100	15,600	16,100	16,800
7.	14,500	15,500	16,000	16,500	17,200
8.	14,900	15,900	16,400	16,900	17,600
9.	15,400	16,400	16,900	17,400	18,100
10.	15,900	16,900	17,400	17,900	18,600
11.	16,400	17,400	17,900	18,400	19,100
12.	16,900	17,900	18,400	18,900	19,600
13.	17,400	18,400	18,900	19,400	20,100
14.	17,900	18,900	19,400	19,900	20,600
15.	18,400	19,400	19,900	20,400	21,100

All teachers above step 15 shall receive \$2,000.00 increase over their 1980-1981 salary.

SCHEDULE B

EXTRA PAY FOR EXTRA WORK

I. Non-Athletic Duties	80-81	81-82
A. HIGH SCHOOL		
1. Publications		
(a) Newspaper (Grades 11-12) .....	\$575	625
(b) Magazine (Grades 11-12) (Phenakistoscope) .....	425	475
(c) Yearbook		
1. Literary .....	575	625
2. Photography .....	275	345
3. Business .....	275	345
(d) Newspaper (Grades 9-10) .....	375	425
(e) Class Book (Grades 9-10)		
1. Literary .....	375	425
2. Photography and Business .....	225	300
2. Student Government Advisor (Grades 11-12) .....	525	575
3. Student Government Advisor (Grades 9-10) .....	375	425
4. Vocal and Concert Director .....	675	700
5. Dramatics Director .....	550	585
6. Class Advisors		
(a) Senior Class .....	575	625
(b) Junior Class .....	475	525
(c) Sophomore Class .....	325	375
(d) Freshman Class .....	325	375
7. Majorettes Advisor .....	575	625
8. Drill Team Advisor .....	575	625
9. Color Guard Advisor .....	575	625
10. Department Heads .....	525-25 Tch.	575-25 Tch.

SCHEDULE B (con't.)  
 Extra Pay for Extra Work

B. JUNIOR HIGH SCHOOL	80-81	81-82
1. Publications (Grades 7-8) .....	\$600	650
2. Curriculum Chairpersons (Grades 7-8) .....	450-25 Tch.	525-25 Tch.
3. Safety Patrol Advisors (Grades 7-8) .....	250	275
4. Dramatics .....	275	300
5. Audio-Visual Director (Grades 7-8).....	175	225
C. ELEMENTARY		
1. Safety Patrol Advisors .....	275	300
2. Teachers-in-Charge .....	500-25 Tch.	560-25 Tch.
3. Unit Leaders .....	375	425
4. Grade Chairperson .....	200	270
5. Helping Teachers .....	550	600

SCHEDULE B

EXTRA PAY FOR EXTRA WORK

1980-1981

II. Athletic Activities

A. HIGH SCHOOL

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.

	1	2	3	4
Athletic Director .....	\$2,220	2,320	2,420	2,520
Faculty Manager .....	1,220	1,320	1,420	1,520
Baseball - Head Coach .....	1,174	1,274	1,374	1,474
Basketball (Boys) - Head Coach .....	1,345	1,445	1,545	1,645
Basketball (Girls) - Head Coach .....	1,345	1,445	1,545	1,645
Cross Country (Boys) - Head Coach ...	570	670	770	870
Cross Country (Girls) - Head Coach ..	570	670	770	870
Field Hockey - Head Coach .....	923	1,023	1,123	1,223
Football - Head Coach .....	1,972	2,072	2,172	2,272
Golf - Head Coach .....	809	909	1,009	1,109
Soccer - Head Coach .....	912	1,012	1,112	1,212
Softball - Head Coach .....	1,037	1,137	1,237	1,337
Swimming - Head Coach .....	1,276	1,376	1,476	1,576
Tennis (Boys) - Head Coach .....	855	955	1,055	1,155
Tennis (Girls) - Head Coach .....	581	681	781	881
Track (Boys) - Head Coach .....	1,026	1,126	1,226	1,326
Track (Girls) - Head Coach .....	957	1,057	1,157	1,257
Winter Track - Head Coach .....	547	647	747	847
Wrestling - Head Coach .....	1,322	1,422	1,522	1,622
Cheerleading - Head Coach .....	877	977	1,077	1,177
Band Director .....	1,075	1,175	1,275	1,375

SCHEDULE B (con't)  
 Extra Pay for Extra Work

1981-1982

	1	2	3	4
Athletic Director .....	\$2,445	2,545	2,645	2,745
Faculty Manager .....	1,345	1,445	1,545	1,645
Baseball - Head Coach .....	1,287	1,387	1,487	1,587
Basketball (Boys) - Head Coach .....	1,475	1,575	1,675	1,775
Basketball (Girls) - Head Coach .....	1,475	1,575	1,675	1,775
Cross Country (Boys) - Head Coach ....	625	725	825	925
Cross Country (Girls) - Head Coach ...	625	725	825	925
Field Hockey - Head Coach .....	1,012	1,112	1,212	1,312
Football - Head Coach .....	2,162	2,262	2,362	2,462
Golf - Head Coach .....	887	987	1,087	1,187
Soccer - Head Coach .....	1,000	1,100	1,200	1,300
Softball - Head Coach .....	1,137	1,237	1,337	1,437
Swimming - Head Coach .....	1,400	1,500	1,600	1,700
Tennis (Boys) - Head Coach .....	937	1,037	1,137	1,237
Tennis (Girls) - Head Coach .....	637	737	837	937
Track (Boys) - Head Coach .....	1,125	1,225	1,325	1,425
Track (Girls) - Head Coach .....	1,050	1,150	1,250	1,350
Winter Track - Head Coach .....	600	700	800	900
Wrestling - Head Coach .....	1,450	1,550	1,650	1,750
Cheerleading - Head Coach .....	962	1,062	1,162	1,262
Band Director .....	1,215	1,315	1,415	1,515

B. Intramural Programs for Grades 7-8	80-81	81-82
Field Hockey (Girls) .....	\$200	225
Tag Football (Boys) (Two in each School) .....	550	600
Basketball (Boys) (Two in each School) .....	650	700
Basketball (Girls) .....	125	150
Gymnastics (Boys and Girls) .....	200	225
Softball (Girls) .....	250	275
Baseball (Boys) .....	250	275
Track and Field (Boys and Girls) .....	325	350
Baton Twirling (8th Grade) .....	275	300
Modern Dance (8th Grade) .....	275	300
Cheerleaders (8th Grade) .....	275	300

## 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.
- D. A conference between the evaluator and the non-tenure teacher shall be had within ten (10) school days of the observation.
- E. Tenured Staff Members

#### 1. Frequency

Each tenured teacher shall be formally observed at least once during each school year by a member of the administrative and/or supervisory staff of the district. Additional observations may be made should the administrator or supervisor deem them necessary. The teacher may also request that an additional observation be held and such a request shall not be unreasonably denied.

#### 2. Observation Process

- (a) Wherever possible, a pre-conference will be held between the supervisor and the teacher within five (5) school days prior to the observation. A request may be made by the teacher to waive a scheduled pre-observation conference by consulting with the assigned supervisor.
- (b) The observation shall be of a duration appropriate to the teacher's assigned duties and responsibilities. If requested by a classroom teacher, the initial observation shall be a minimum of thirty (30) minutes. Subsequent observations, if any, will be of a duration determined by the supervisor.
- (c) A conference will be held between the supervisor and teacher within ten (10) school days, not to exceed fifteen (15) calendar days, for the purpose of reviewing and discussing the written evaluation draft.



TEACHER EVALUATION (con't)

- (d) The written evaluation shall include areas of strength as well as recommendations to assist the teacher in correcting deficiencies and/or improve professional performance where deemed necessary.
- (e) Following the conference a written report in quadruplicate shall be prepared by the supervisor and signed by the supervisor and the teacher within ten (10) school days of the conference.
- (f) The teacher shall have the right to make additional comments or explanations concerning the observation/evaluation report within ten (10) school days. Such comments shall be attached to and be made a part of the formal evaluation.
- (g) All written observations/evaluations shall be in narrative form.

F. Pupil Progress Indicators

Pupil progress data shall include but not be limited to two or more of the measures defined in N.J.A.C. 6:8-3.4 which include:

teacher observation, parental or guardian interview, formal and informal evaluation techniques, cumulative pupil records, student performance data collected through local testing programs which meet State criteria, State testing results and visual, auditory, and/or medical examination.

- G. A teacher shall have the right to once annually review the contents of his personnel file and that an appointment for such review shall be made on one week's notice to the Superintendent of Schools or his designee. The Board of Education shall furnish, immediately following the teacher's examination of the file, any materials in the file if permitted by law. A teacher shall be entitled to have a representative(s) of the Association accompany him during such review.
- H. 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. On or before June 1, the Superintendent shall post in all school buildings and in the School Board Office and concurrently inform the Association of the location and the requirements for teaching positions and vacancies which are anticipated for an ensuing school year. Further, the Superintendent shall post and concurrently inform the Association of any promotional opportunity or vacancy which provides for a salary differential, additional compensation or a position which is primarily a non-classroom assignment, such as: administrative or supervisory personnel, guidance counselor, social worker, learning disability specialist, speech therapist and librarian whenever such opportunity or vacancy occurs. No position for advancement 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 and review the reason(s) for the transfer. 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 may be granted in any school year additional sick leave with adjusted salary payment for each day of such absence. Such cases shall be considered on an individual basis.

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.

- C. Any employee retiring shall receive a retirement bonus which shall be computed at the rate of SEVENTEEN DOLLARS (\$17.00) in the 1980-81 contract year, TWENTY DOLLARS (\$20.00) in the 1981-82 contract year and TWENTY THREE DOLLARS (\$23.00) in the 1982-83 contract year for each day of unused accumulated sick leave multiplied by the number of such days.

ARTICLE XV

TEMPORARY LEAVES OF ABSENCE

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. The total allowance of temporary leaves of absence authorized under this Article shall not in the aggregate exceed five (5) days in any school year.

The Board will grant temporary leave of absence with pay in order for the employee to attend to an emergency or personal matter according to the following:

A. A maximum of five (5) days shall be authorized for:

- (1) Any legal matters in which the teacher, the teacher's spouse, teacher's child or any member of the teacher's immediate family residing in the teacher's household is a party; at the time of said request, the teacher may be required to submit the name of the attorney and/or to indicate the place where such business is to be conducted for purposes of verification.
- (2) Marriage of the employee;
- (3) Serious illness or death in the immediate family;
- (4) Observance of any religious holiday(s) mandated by one's faith where such observance prevents the employee from working on said day(s).
- (5) Any other personal emergency at the discretion of the Superintendent of Schools.

B. Two (2) days may be granted for:

- (1) Attendance at the marriage of a member of the immediate family;
- (2) Death of a relative other than a member of the immediate family;
- (3) Death of an intimate friend;
- (4) Participation in graduation ceremonies or college orientation for self, spouse or child.
- (5) Home emergency, i.e., catastrophe, fire, storm damage.

TEMPORARY LEAVES OF ABSENCE (con't)

- C. 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 provided that the teacher makes a refund of salary equivalent to the pay for a regularly certified substitute teacher.
  - D. There shall be no accrual of temporary leave days for personal reasons from one year to another.
  - E. "Immediate Family" for the purpose of this Article shall be defined as: mother, father, brother, sister, spouse, child, grandparents, grandparents-in-law, mother-in-law, father-in-law.
- 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 Leave shall be granted as follows:
1. As soon as an employee becomes aware of her pregnancy, she shall forthwith notify the Superintendent of Schools in writing of the predicted date of birth and indicate the tentative schedule of the anticipated period of absence for maternity leave.  
  
The employee may continue to teach until the state of her health or the welfare of pupils determine that a leave of absence commence. This determination shall be made after a conference with the teacher and consultation between the immediate supervisor and the Superintendent of Schools. Where disagreement regarding the dates for the commencement of the leave of absence arises, the Superintendent of Schools shall consult with the School Medical Officer prior to making a decision.
  2. A period of one working month (20 school days) immediately preceding delivery of the child and one working month immediately following the birth date shall be the maximum entitlement of sick leave days. There will be no allowances for days during the months of July and August. Otherwise, all emoluments under sick leave provisions due to the individual employee shall be provided during this period.
  3. Prolonged absence before or after the authorized sick leave period, except when mitigated by continuing illness arising from or associated with child-bearing, shall be treated as extended leave and will be granted without pay.
- 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 the teacher whose spouse is so inducted or who enlists to join him/her for the period of special training in preparation for duty overseas in combat zones.

EXTENDED LEAVES OF ABSENCE (con't)

- 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 of 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, 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.



PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT (con't)

3. No more than two teachers from any one elementary school or from any one 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.
- D. If the Board initiates a teacher's attendance at a professional workshop, seminar, or visit the expenses shall be the responsibility of the Board. Further, this day shall not be subtracted from the 90 professional leave days granted to teachers of the Association.

ARTICLE XVIII

PROTECTION OF TEACHERS, STUDENTS AND PROPERTY

The Vineland Board of Education and the Vineland Education Association recognize that certain laws of the State of New Jersey and certain departmental rules and regulations of the Department of Education of the State of New Jersey have been enacted for the protection of teachers for actions taken in the course of their employment.

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

ARTICLE XIX

PERSONAL AND ACADEMIC FREEDOM

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

ARTICLE XX

DEDUCTION FROM SALARY

- A. The Board agrees to deduct from the salaries of its teachers dues for the Vineland Education Association, the Cumberland County Education Association, the New Jersey Education Association, and the National Education Association, or any one or any combination of such Associations as said teachers individually and voluntarily authorized the Board to deduct. Such deductions shall be made in compliance with Chapter 310. Public Laws of 1967 (NJSA 52:14-19.9e) and under the rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the Vineland Education Association by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations.
- B. An appropriate authorization form as provided by the Board of Education of Vineland shall be signed and executed and filed with the disbursing officer of the Board of Education of Vineland.

ARTICLE XXI

MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

- A. The Vineland Board of Education and the Vineland Education Association agree that it is essential to maintain classroom control and discipline in the schools and that teachers, administrators and the Board shall work cooperatively and diligently to attain satisfactory deportment among pupils.
- B. The laws of the State of New Jersey and the rules and regulations of the Board of Education in consonance with those laws shall be applicable in the maintenance of classroom control and satisfactory pupil behavior in and around school and at all school related activities.

ARTICLE XXII

INSURANCE PROTECTION

- A. 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.
  
- B. The Board of Education shall furnish a prescription-drug insurance policy to all members of the teaching staff.

The Board's contribution for such insurance computed on an annual basis (July 1 through June 30) shall be as follows:

- (a) Full family coverage .....\$114.48 per teacher
- (b) Employee only coverage .....\$ 44.64 per teacher

It is expressly understood that should the insurance carrier increase its rates during the life of this contract, the liability of the Board of Education for premium contributions shall not exceed the monetary sums indicated above.

The prescription-drug insurance shall be a \$1.00 co-pay plan without contraceptives.

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 of 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 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 report.

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

PRINTING AGREEMENT

Copies of this Agreement shall be printed by the Association.  
The cost shall be borne by the two parties.

ARTICLE XXVIII

REPRESENTATION FEE (Agency Shop)

A. Purpose of Fee

If an employee does not become a member of the Association during any membership year (i.e. from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

B. Amount of Fee

1. Notification

Prior to the beginning of each membership year, the Association will notify the board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be determined by the Association in accordance with the law.

2. Legal Maximum

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee may be set up to 85% of that amount as the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

C. Deduction and Transmission of Fee

1. Notification

Once during each membership year covered in whole or in part by this agreement, the Association will submit to

## REPRESENTATION FEE (con't)

Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

### 2. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

(a) 10 days after receipt of the aforesaid list by the Board; or

(b) 30 days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid 10 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

### 3. Termination of Employment

If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

### 4. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

REPRESENTATION FEE (con't)

5. Changes

The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Board received said notice.

6. New Employees

On or about the last day of each month, beginning with the month this agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles and dates of employment for all such employees.

D. Indemnification

1. Liability

The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided that:

(a) the Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and

(b) if the Association so requests in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses, and in all other aspects of said defense.

2. Exception

It is expressly understood that paragraph 1 above will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

REPRESENTATION FEE (con't)

E. Effective Date

Anything to the contrary herein notwithstanding, the provisions of this Article are effective as of July 1, 1981.

ARTICLE XXIX

DURATION OF AGREEMENT

This Agreement shall become effective the 1st day of July, 1980, and shall continue in full force and effect until the 30th day of June, 1983, subject to the Association's right to re-negotiate for the 1982-83 school year the following Articles: Art.XI, paragraphs (A)(1) and (A)(2); Art. XXII.

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

Benjamin D.

Attest: Catherine A. Auckelstein

Date: 2-19-81

VINELAND BOARD OF EDUCATION

Robert L. Miller

President,  
Attest: Thomas C. Hoyer

Secretary

